

LEASE ROUTING SLIP

Lease No. 22-002523

Lessee Port Washington

Lease Manager Terry Rose

Initial

- ☐ - Initial AIMS entry
- ☐ Pam - New file attachments
- ☐ Mgr. - Corps and SMA permits
Document preparation
Rentals and SEPA compliance
Transmittal letter
- ☐ - Typing (document and
transmittal letter)
- ☐ - Proofing and proof stamp
- ☐ Mgr. - Review document
- YES ☐ NO ☐ - Clause changes
- Clauses Changed: _____

- ☐ DeMeyer - Review
- ☒ Pam - Send out (change ERI to 7)
- ☐ Pam - Log on calendar and file
in vault
- ☒ ~~Pam~~ ^{James} - Document & money returned
change ERI to 8 ^{6/25/87}
file and documents to Mgr. ^{Cassidy 6/29}
- ☒ Mgr. - Review file & documents
Prepare final AIMS set up
sheet and signature cover
sheet
- ☒ Boyle - For final signature
Stearns
De Meyer
- ☒ ~~Pam~~ ^{James} - Final AIMS entry & send
Doc./trans. letter to lessee
(change ERI to 9) ^{6/12/87}
^{7/1/87} ^{Stat 62}
- ☐ Jim - Update plates ^{dated 6/12/87}
- ☒ Finance - Accounting update

Note: _____

F26.1

*Loan Rec. Agreement
and
Lease Assignment
Terry*

LEASE # 2523

Cnty Parcel # _____

NAME Pt. Wa. Property

State Tax ID # _____

ADDRESS George Stinson

PHONE # _____

1214 Warren Ave no.282-9129Seattle

DATE INIT COMMENTS

1/23/86
Cont'd.R

~~to~~ Champion will go back + get the exhibit + plans going (going to try to work a deal w/ McCumbey - to the east - for bargaining facility). We will develop the addendum wording + send to Champion to be attached to the lease assignment

10/11/89Rth

Terry + I met with Jack Champion - will give until expiration 12/8/89 to submit plans or archive

LEASE # 2523

Cnty Parcel # _____

NAME Pl. Wa. Prop, Inc.

State Tax ID # _____

ADDRESS Mark Cleven, Pres.PHONE # (206)20 West Lake282-2400Seattle Wa 981190830 771-2500
-1000

DATE	INIT	COMMENTS
2/85	AT	Signed 1231 Amend. returned ^(w/rent paid.) but no bond.
		See letters in file
9/16	AT	Cleven informed Rosewall that Stensens was ^{President} owner of PWP Inc. Hoyer met w/ CSsbo (AAG) on if would be involuntary or regular assignment.
9/17	AT	CSsbo gave list of questions to ask Cleven.

for discussion
w/ above CSsbo
AAG
AT 9/17/85

- ① Is this a close corporation
- ② What was Cleven's position (was he on the board, was he an officer, did he own stock - how much stock)
- ③ What's Cleven's interest now?
- ④ What's Stensons interest now - is he on the board, is he an officer, how much stock does he own?
- ⑤ How did the transfer take place (i.e. how did Cleven get rid of his interest & how did Stenson gain his interest)?

9/17	AT	Hoyer wrote letter to Cleven & to typing
10/2	AT	Paul McCahey in to discuss getting ptn. of for his operation - see his letter of 10/3 & my speed memo to J.D. of 10/11 & J.D.'s letter to McCahey 10/30

February 3, 1988

M E M O R A N D U M

TO: Bob Hoyser
FROM: Valjean Merrill
RE: Non-Disclosure List

Here is the list of items removed from the files.

<u>FILE NO.</u>	<u>PAGE</u>	<u>TYPE</u>	<u>TO</u>	<u>FROM</u>	<u>DATE</u>
HA-2523	1	Comments/ Questions	?	Bob Hoyser	9-17-85
HA-2523	1	Memo	John DeMeyer	Bob Hoyser	9-29-86 (96)
HA-2523*	1	Response to Memo 9-29-86	Bob Hoyser	John DeMeyer	?
HA-2523*	1	Letter	Commsissioner	John A. McHugh	9-10-?
HA-2523*	1	Speed Memo	John DeMeyer	Ann Essko	8-15-86
HA-2523	1	Inter-Office Correspondence	Bob Hoyser	Ann Essko	10-14-85
HA-2523	1	Speed Memo	Dave Bortz	Bob Hoyser	7-6-84
HA-2523*	3	Memo & Photos	John DeMeyer	Bill Phillips	12-2-86
HA-2523*	3	Speed Memo	John DeMeyer	Ann Essko	8-15-86
HA-2523*	3	Letter (Some info. was deleted)	?	Bob Hoyser	9-26-85
HA-2396	1	Memo	John DeMeyer	Bob Hoyser	9-29-86 (96)
HA-2396*	1	Response to Memo 9-29-86	Bob Hoyser	John DeMeyer	?
HA-2396*	1	Letter	Commissioner	John A. McHugh	9-10-?
HA-2396*	1	Speed Memo	John DeMeyer	Ann Essko	8-15-86
HA-2396* (2 copies)	1	Speed Memo	John DeMeyer	Dave Bortz	9-20-84
HA-2396	1	Speed Memo	Bob Hoyser	Dave Bortz	9-12-?
HA-2396 (2 copies)	1	Speed Memo	Dave Bortz	Bob Hoyser	7-6-84
HA-2396*	3	Memo & Photos	John DeMeyer	Bill Phillips	12-2-86
HA-2396*	3	Speed Memo	John DeMeyer	Ann Essko	8-15-86
HA-2396*	3	Speed Memo	John DeMeyer	Ann Essko	1-17-86

* These pages have attachments or are attachments.

Copy to 22-2523
22-2396
22-2332
22-2399

Non-Disclosure List
February 3, 1988
Page Two

<u>FILE NO.</u>	<u>Page</u>	<u>TYPE</u>	<u>TO</u>	<u>FROM</u>	<u>DATE</u>
HA-2332*	1	Memo	John De Meyer	Bob Hoyser	9-29-86 (96)
HA-2332*	1	Response to Memo	Bob Hoyser	John DeMeyer	?
HA-2332*	1	Letter	Commissioner	John A. McHugh	9-10-?
HA-2332*	1	Speed Memo	John DeMeyer	Ann Essko	8-15-86
HA-2332	1	Speed Memo	Bob Hoyser	Dave Bortz	9-12-?
HA-2332	1	Speed Memo	Dave Bortz	Bob Hoyser	7-6-84
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HA-2332*	3	Speed Memo	John DeMeyer	Ann Essko	1-17-85
HA-2332* (2 copies)	3	Speed Memo	John DeMeyer	Dave Bortz	9-20-84
HA-2399*	1	Memo	John DeMeyer	Bob Hoyser	9-29-86 (96)
HA-2399*	1	Response to Memo	Bob Hoyser	John DeMeyer	?
HA-2399*	1	Letter	Commissioner	John A. McHugh	9-10-?
HA-2399*	1	Speed Memo	John DeMeyer	Ann Essko	8-15-86
HA-2399* (2 copies)	1	Speed Memo	John DeMeyer	Dave Bortz	9-20-84
HA-2399	1	Speed Memo	Bob Hoyser	Dave Bortz	9-12-86
HA-2399 (2 copies)	1	Speed Memo	Dave Bortz	Bob Hoyser	7-6-84
HA-2399*	3	Memo & Photos	John DeMeyer	Bill Phillips	12-2-86
HA-2399*	3	Speed Memo	John DeMeyer	Ann Essko	8-15-86
HA-2399*	3	Speed Memo	John DeMeyer	Ann Essko	1-17-85

*These pages have attachments or are attachments.

ACCOUNTS RECEIVABLE SUBSIDIARY LEDGER FOR AIMS APPLICATIONS 05-23-90

CONTROL # NAME OF APPLICANT
22-002523 JACK T. CHAMPION

APPLICATION START-END ACCT AR/D/U TERM
12-08-1979 12-08-1989 1140 13 0 0

DATE	DOCU #	TYPE	SUBS	DEBIT	CREDIT	BALANCE	INVOICE	RECEIPT	BILLDUE
890302	277826	CR	0160		2,785.06	335.45	141099	277826	
890302	277826	CR	9089		357.60	27.85	141099	277826	
890302	277826	CR	0161		27.85	.00	145180	277826	

ACCOUNTS RECEIVABLE SUBSIDIARY LEDGER FOR AIMS APPLICATIONS 05-23-90

CONTROL # NAME OF APPLICANT
22-002523 JACK T. CHAMPION

APPLICATION START-END ACCT AR/D/U TERM
12-08-1979 12-08-1989 1140 13 0 0

DATE	DOCU #	TYPE	SUBS	DEBIT	CREDIT	BALANCE	INVOICE	RECEIPT	BILLDUE
851231	209628	CR	0130		2,257.33	289.84		209628	
861106	103006	MB	9089	355.28		645.12			861208
861106	103006	MB	0160	2,767.00		3,412.12			861208
870603	238710	CR	0160		2,767.00	645.12		238710	
870603	238710	CR	0161		170.23	474.89		238710	
870603	238710	CR	9089		645.12	170.23-		238710	
870616	008609	JD	0161	170.23		.00			870616
871106	121768	MB	0160	2,713.56		2,713.56			871208
871106	121768	MB	9089	348.42		3,061.98			871208
871202	003020	JD	9089	.01		3,061.99			871202
871202	003025	JD	0180	.01-		3,061.98			871202
871228	250456	CR	9089		348.42	2,713.56		250456	
871228	250456	CR	0160		2,713.56	.00		250456	
881104	141099	MB	0160	2,785.06		2,785.06	141099		881208
881104	141099	MB	9089	357.60		3,142.66	141099		881208
890202	145180	IB	0161	27.85		3,170.51	145180		890108

*** CTL # 22-002523 ** PRIMARY ** MASTER INQUIRY ***

05/23/90

LINE FILE START / END STAT USER NUMBER BOND NUMBER N/R ERI FY

000 12081979 12081989

DEMERSON

5055000

5 0 0 01

LINE	TAX AREA CODE	ACCT NO.	DATE LAST ERI	NAME FOR TF INQ.
091	0010	1140	06021989	CHAMPION

*** CTL # 22-002523 ** NAME AND ADDRESS ** MASTER INQUIRY *** 05/23/90

LINE	N/A	NAME AND ADDRESS
100	N	JACK T. CHAMPION
101	N	
103	A	1214 WARREN AVE. NO.
104	A	SEATTLE, WA
105	A	98109
106	Z	98119

*** CTL # 22-002523 ** PRINCIPLE USE ** MASTER INQUIRY *** 05/23/90

LINE	SEC	TWN	RANGE	CODE	PRINCIPLE USE DESC.	I/D
200	11	24	010E	0160	MARINA SERVICES	023

** CTL # 22-002523 ** LEGAL DESCRIPTION ** MASTER INQUIRY *** 05/23/90

LINE	LEGAL DESCRIPTION
300	FRONT TRACTS 1 & 11 AND
301	INTERVENING RENN STROLL
302	SUPPL. PLAT OF BAY VIEW
303	GARDEN TRACTS. BREMERTON
304	TIDE LANDS
305	FOR 2ND LENDER SEE 303
306	MICHAEL R. & JOAN K. MASTRO
307	510 RQINIER AVENUE SOUTH
308	SEATTLE, WA 98144

*** CTL # 22-002523 ** USE ** MASTER INQUIRY *** 05/23/90

LINE	ITEM	USE DESCRIPTION	U/M	NO OF UNITS	TOTAL VALUE
400	10	NONCOM AQ PLANNED MAR USE	001	1.88	16,920.00
401	11	CPN37110000100002	002	28,060.00	62,600.00

*** CTL # 22-002523 ** BILLING ** MASTER INQUIRY *** 05/23/90

LINE	ITEM	FIRST BILL DATE	MONTHS TO NEXT	PERIOD END DATE	LINE END DATE	BILLING AMT	BI	TAX	LAST BILL DATE
500	10	12081988	012	12081989	12081989	2.785.06	0	1	12081988

*** CTL # 22-002523 ** DISTRIBUTION ** MASTER INQUIRY *** 05/23/90

LINE	ITEM	SUB/SRC	TRUST	AREA	DIST	UNIT	CO	PORT	LAND USE
600	10	0160	25	13	5	2	18	06	181
601	11	0001	00	13	0	0	18	06	000

List items withheld by
Type of item (memo, letter, etc)
"To" & "From" (ie from Ann Esser
to Bob Hoyer)
Date

Sally all withheld pursuant to
RCW 42.17.1310 (i) & (j)

Ignore tabs in file saying differently

Have someone check thru files one
more time to make sure what I
deleted in 1 file got deleted in
others (I think I caught them all
but I was in a hurry)

Feb Examp 10

File No.

Page No.

item type (letter, memo, etc.)

"To" & "From"

Date

M E M O

CASE TITLE: _____

Date: _____ Time: _____ Attorney: _____

Discussion With _____

Of _____

Phone No. _____

PROBLEM DISCUSS _____

TO: Ann
DATE 2-2 TIME 11:40
FROM Julie Hansen
OF Office Services
MESSAGE: _____

- ☒ Called You
- ☐ Returned Your Call
- ☐ Will Call Again
- ☐ Please Call
- ☐ Wants to See You
- ☐ Was Here To See You

SCAN NUMBER
OFF SCAN NUMBER

753-5328

Will be sending you some Harbor
Lease files for you to review. She
needs your approval for somebody to
disclose them.

SF 8023 3/87 -1261-

A Message For You

cd
INITIALS



2/2

3:00

Advised her Hoyer & I would be
handling

CASE TITLE:

Date:

Discussion

Of

Phone

PROBLEM DIS

TO: Ann
DATE 2-2 TIME 1:20
FROM Gary Sexton
OF
MESSAGE:

- ☐ Called You
- ☐ Returned Your Call
- ☐ Will Call Again
- ☒ Please Call
- ☐ Wants to See You
- ☐ Was Here To See You

SCAN NUMBER
OFF SCAN NUMBER
479-5808

Representing ITS (Rasmussens)

Corresp. betw DUE, City of Bremerton,
DNK, Corps

Set for trial - October
15th

Numerous attempts to settle - failed
part

City trying to fix insurance cos

Later - called him; said we would be
deleting some items; it would
take \$1 2/10 for the list he wanted
of deleted items to be made

Advised to call Harper b/c Harper
would decide to release deleted items to him

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

MEMORANDUM

to
+ C 2332
2396
2399
2523

TO John DeMeyer
(Name) (Location)
FROM Bob Hoyser
(Name) (Location)
SUBJECT HA leases 2332, 2396, 2399, 2523 City of Bremerton vs. DATE 9/29/96
Port Washington Property, Inc., Kitsap Co. No. 86-2-00901-1.

The city's sewer mainline is being impacted (it claims in the lawsuit) by dredging done by the marina owners. City claims dredging is causing subsidence of the bluff above the sewer line and have tried unsuccessfully to have PWP remedy the problem.

I believe we should request that the Engineering Division inspect the area to determine possible impacts to the marine environment and the state-owned harbor area which lies at the foot of the bluff (see attached photo). Anne Essko concurs with this.

What are potential impacts

I have talked with the City Waste Water Manager. Ken MacKenzie (478-5243) and they have been monitoring the hillside, etc. for approximately one year for slippage. Ken assures me their concern is documented. Also, they had a consultant (CH2MHill) prepare a report on the situation. Their data is available to us and when our people inspect they should stop at the City Wastewater Department and get copies of what they need from either Ken MacKenzie or Carrie Dowbkowski the Office Manager. Address is 1548 Warren Ave., Bremerton (pink building at the south end of the Warren Avenue Bridge).

If at all possible, we should know what we have from an engineer's perspective within 2-3 weeks.

mark with

Just request to
C.S. 10/2/96
RJ

c: File #2332, 2396, 2399, 2523
Terry Roswall
Anne Essko

HA - 2523
Page - 1
Memo
To: John D.
From: Bob H.
9-29-96 (sic)

Bob -

I agree we need the engineering
perspective.

If you want help in making the
contact send the attached memo to Grant.
~~attached~~

Jul

HA - 2523

Page - 1

Response to memo 9/27/96 (86)

To: Bob H.

From John D.

FOULDS, FELKER, PIERSON, RYDER & MCHUGH, INC., P. S.

ATTORNEYS AT LAW

TOM H. FOULDS
THOMAS S. FELKER
RICHARD W. PIERSON
STEPHEN P. RYDER
JOHN A. MCHUGH*
DALE L. KINGMAN
DAVID SHIMEK**
MAX N. PEABODY***
MICHAEL E. RICKETTS
MEL MONHEIMER
OF COUNSEL

* ALSO ADMITTED IN ILL. AND CALIF.
** ADMITTED IN ALASKA ONLY
*** ADMITTED IN ALASKA AND WASH.

1023 COLUMBIA STREET
SEATTLE, WASHINGTON 98104
(206) 622-1264
TELEX: 320298

September 10

Commissioner of Public Lands
State of Washington, Department of L
Public Lands Building
Olympia, Washington 98504

Re: Kitsap County Harbor Area Lease
Nos. HA2332, HA2396, HA2399, and HA2523

To Whom It May Concern:

This letter will constitute notice by Port Washington Properties, Inc. to your office of the filing of a lawsuit in the Kitsap County Superior Court entitled Donald B. Rasmussen, et al. v. Port Washington Properties, Inc., Kitsap County Cause No. 86-2-01398-1. Such action affects the above-described harbor area leases.

This office agreed last week to accept service of the above Complaint on behalf of Port Washington Properties. The pleading was apparently filed at an earlier date but service of process remained outstanding. We indicated to counsel for Colonial Manor that we would seek authorization from Port Washington to accept service.

Tender of defense of the above action has been made by Port Washington Properties to its liability carriers, Fireman's Fund Insurance Company and Consolidated American Insurance Company. The insured understands that Fireman's Fund may accept defense under a reservation of rights which has not been delivered. Consolidated American is still reviewing the tender.

Answer this a bad thing?
I don't think so. Please ask them for a copy of complaint
Boh 9/12/86


FOULDS, FELKER, PIERSON, RYDER & MCHUGH, INC., P. S.
ATTORNEYS AT LAW

Commissioner of Public Lands
September 10, 1986
Page 2

If we can provide you further information about the above lawsuit, please do not hesitate to contact us. In the event your file indicates additional leasehold properties involved in the marina, kindly contact us as soon as possible.

Very truly yours,

FOULDS, FELKER, PIERSON, RYDER &
MCHUGH


JOHN A. MCHUGH

JAM:ng
0869L

TO: John DeMeyer, Aquatic Lands

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

FROM: Ann Essko, AAG

SUBJECT: 9 HA Leases 2332, 2396. 2399. 2523

SPEED MEMO

City of Bremerton v. PWP, Kitsap Co. No. 86-2-00901-1

DATE: August 15, 1986

called city early. They
said (H) on 11/11. Repair
& weep ash Eng. Div.
to look at

The attached new lawsuit does not name the State of Washington but could possibly affect the above referenced leases or the land which they involve. Note that one of the issues is the erosion of the tidelands at the leased area, caused by the State's lessees improvement - theoretically it seems possible that State aquatic lands might be in danger from the same problem. This lawsuit is related to Port Washington Properties v. Fireman's Fund Insurance Co. et al, Kitsap Co. No. 85-2-01592-6 that I sent you back in January.

Please let me know if you have any questions.

cc: Bob Hoyser (w/encl.)

other thoughts:

- Do we need involvement
- PWP signed waiver to let
for bldg. - the house
live across their lease.
- need drawing showing the
relationship between, sea
line & IHL (inside boundary
of the lease). - HAVE - 45730
- Are we at risk due to
lack of inspections during
dredging under the Corps
permit

SIGNED

REPLY

John,
comment { I suggest we request copy of City studies &
monitoring results, then review w/ our Eng.
Service division on-site. PWP executed a
waiver to City in 10/26/83 for entering leased to construct
and maintain sewer main. Copies in each

DATE

FBI-

SIGNED

11/4/86
photos
attached
showing erosion
BT
8/25/86

6/26/86
Bob

FOULDS, FELKER, PIERSON, RYDER & MCHUGH, INC., P. S.

ATTORNEYS AT LAW

TOM H. FOULDS
THOMAS S. FELKER
RICHARD W. PIERSON
STEPHEN P. RYDER
JOHN A. MCHUGH*
DALE L. KINGMAN
DAVID SHIMEK**
MAX N. PEABODY***
MICHAEL E. RICKETTS

MEL MONHEIMER
OF COUNSEL

*ALSO ADMITTED IN ILL. AND CALIF.
**ADMITTED IN ALASKA ONLY
***ADMITTED IN ALASKA AND WASH.

1023 COLUMBIA STREET
SEATTLE, WASHINGTON 98104
(206) 622-1264
TELEX: 320298

725 CHRISTENSEN DRIVE
ANCHORAGE, ALASKA 99501
(907) 272-4042

REPLY TO:

Seattle

August 14, 1986

FEDERAL EXPRESS

Commissioner of Public Lands
State of Washington
Dept. of Natural Resources
Public Lands Bldg.
Olympia, WA 98504

Re: Kitsap County Harbor Area Lease
Nos. HA2332, HA2396, HA2399, and HA2523

To Whom it May Concern:

This letter will confirm notice by Port Washington Properties, Inc. to your office of the filing of a lawsuit in the Kitsap County Superior Court entitled City of Bremerton v. Port Washington Properties, Inc., Kitsap County Cause No. 86-2-00901-1. Such action affects the above-described harbor area leases.

This office was furnished a courtesy copy of the above Complaint on Thursday, July 31, 1986. The pleading was apparently filed at an earlier date but service of process was still outstanding. We indicated to counsel for City of Bremerton that we would seek authorization from Port Washington Properties to accept service.

Tender of defense of the above action was made by Port Washington Properties through its liability carriers, Fireman's Fund Insurance Company and Consolidated American Insurance Company, under its letter of August 6, 1986. The adjuster for Fireman's Fund suggested filing of an appearance in the above action, which was accomplished on August 12, 1986.

To: Bob H.
F.Y.I. and discussion
with A.G.'s
JL

AUG 15 1986
OFFICE OF THE
COMMISSIONER OF PUBLIC LANDS


FOULDS, FELKER, PIERSON, RYDER & MCHUGH, INC., P. S.
ATTORNEYS AT LAW

Commissioner of Public Lands
August 14, 1986
Page 2

If we can provide you further information about the above lawsuit, please do not hesitate to contact us. In the event your file indicates additional leasehold properties involved in the marina, kindly contact us as soon as possible.

Very truly yours,

FOULDS, FELKER, PIERSON,
RYDER & MCHUGH, INC., P.S.


John A. McHugh

JAM:pp
0676L

1
2
3
4 SUPERIOR COURT OF WASHINGTON FOR KITSAP COUNTY

5
6 CITY OF BREMERTON, a municipal
corporation,

7 Plaintiff,

8 v.

9 PORT WASHINGTON PROPERTIES, INC.,
10 a Washington corporation,

11 Defendant.

NO. 86 2 00901 1

NOTICE OF APPEARANCE

12
13 TO: All parties and their counsel of record


14 AND TO: Clerk of the above-entitled Court

15 PLEASE TAKE NOTICE that the appearance of the defendant,
16 Port Washington Properties, Inc., is hereby entered in the
17 above-entitled action through the undersigned attorneys.
18 Kindly serve all future pleadings or papers, except process,
19 upon said attorneys at their below-stated address.

20 DATED this 12th day of August, 1986.

21 FOULDS, FELKER, PIERSON,
22 RYDER & McHUGH, INC., P.S.

23 By


24 John A. McHugh
25 Attorneys for Defendant
26 Port Washington Properties

27 NOTICE OF APPEARANCE
28 0397P

FILED
IN OPEN COURT

JUL 9 1986

ROBERT L. FREUDENSTEIN, Clerk
By _____

SUPERIOR COURT OF WASHINGTON FOR KITSAP COUNTY

CITY OF BREMERTON, a
municipal corporation,

Plaintiff,

vs.

PORT WASHINGTON PROPERTIES,
INC., a Washington
corporation,

Defendant.

NO.

86 2 00901 1

COMPLAINT

COMES NOW, City of Bremerton Plaintiff herein, and for cause
of action against Defendant, alleges as follows:

I

Plaintiff City of Bremerton is a municipal corporation,
organized and existing under the laws of the State of Washington.

II

Defendant Port Washington Properties, Inc., hereinafter
"PWP" a Washington corporation, is and was the owner of a
leasehold estate and developer of the marina facility called
"Port Washington Marina," hereinafter "Marina", which consists of
various structures and a floating dock system having eighty slips
and is located in the City of Bremerton, lying adjacent to Port
Washington Narrows near Anderson Cove.

COMPLAINT - 1

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON, WA 98310
(206) 478-5345

III

In conjunction with the development of its Marina, PWP applied for various permits from the City including, but not limited to, a Shoreline Substantial Development Permit and Conditional Use Permit and submitted to the City marina plans which indicated that riprap would be installed along the dredged banks of the marina.

IV

Neither PWP nor any of its contractors installed riprap along the dredged banks of the marina to prevent beach erosion and sloughage.

V

As a result of failing to install riprap, substantial erosion and sloughage of beach material has occurred and continues to occur along the dredged slopes of the marina.

VI

The erosion and sloughage problem at the marina site is exacerbated by dredging done at the direction of PWP which was illegal and/or negligently planned and/or carried out.

VII

City of Bremerton is the owner of certain wastewater facilities. In 1984 the City installed close to the bank an eight inch PVC high pressure sewer pipeline across the tidelands adjacent to the marina. In connection with such sewer pipeline, the City holds a grant of easement from the State of Washington

COMPLAINT - 2

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON, WA 98310
(206) 478-5345

1 under a certain agreement (#45730) dated November 1, 1983. By
2 reason of such grant, the City possesses the right of quiet
3 enjoyment with respect to the use of its high pressure sewer
4 line.

5 VIII

6 The City formerly operated another sewer line running under
7 the beach at the marina site which it has since abandoned in
8 favor of the sewer line installed in 1984. The City had intended
9 to relocate the old sewer line but was forced to do so much
10 earlier than planned because the beach had eroded and left these
11 pipes exposed, threatening rupture. In drafting the original
12 plans for installation of the new pipeline, the City's Engineer
13 relied on assertions made by PWP that riprap would be installed
14 along the dredged banks of the marina slope to address potential
15 erosion. The failure of PWP to install riprap resulting in an
16 unanticipated rate of erosion and it was necessary to redesign
17 the plans for the new sewer line.

18 IX

19 The costs to the City of redesigning and additional costs of
20 relocating the new sewer line which can be attributed to the
21 beach erosion caused by the marina project at the marina site
22 total approximately \$30,000.00.

23 X

24
25 COMPLAINT - 3
26

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON WA 98310
(206) 478-5345

1 Since shortly after the dredging was done in late 1983,
2 during low tides substantial sloughage of beach material along
3 the dredged slopes of the marina has been observed. Sinkage
4 along the beach has been noticed threatening to expose the new
5 high pressure sewer line.

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7 PWP is committing continuous trespass on the City's
8 sewerline easement across the tidelands granted from the State of
9 Washington.

10 XII

11 Because of the apparent rate of beach erosion, the City of
12 Bremerton fears that the beach instability is threatening its
13 high pressure sewer line. The City is also concerned that an
14 unstable beach condition poses a potential hazard to the upland
15 hillside above the beach on which is located a seventy-five unit
16 apartment complex named "Colonial Manor Apartments." Long term
17 beach erosion has a propensity to cause landslides along the
18 upland slope.

19 XII

20 The City Engineering Department has investigated and
21 monitored the beach condition adjacent to the marina since
22 shortly after dredging began. Numerous tests and examinations
23 have been made of the beach and upland slope by its consultants,
24 CH2MHill. Such tests include inclinometer studies of the

1 hillside, sample soil borings along the beach, and monitoring of
2 beach elevations.

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4 The cost to date of the studies, investigation, and
5 monitoring undertaken by, or under the direction of, the City
6 Engineering Department of the beach condition adjacent to the
7 marina totals to date approximately \$90,000.00. This cost will
8 increase as investigations and monitoring continue.

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10 By reason of its investigation, the City Engineering
11 Department has determined that a substantial hazard exists to its
12 new high pressure pipeline due to predictable long term beach
13 erosion that, without intervention or modification, will
14 destabilize the pipeline, causing it to rupture and empty raw
15 sewage into Port Washington Narrows. At this point, mere
16 installation of riprap may be insufficient to correct or prevent
17 erosion on any longterm or permanent basis.

18 XV

19 Engineering studies have shown that the unstable condition
20 of the beach described herein resulted from the dredging
21 operations to construct the marina and has been exacerbated by
22 erosion caused by tidal action. Such factors operating together
23 have set in motion the chain of events causing the injury alleged
24 herein.

25 XVI

26 COMPLAINT - 5

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
238 FOURTH STREET
BREMERTON WA 98310
(206) 478-5345

1 The City has made demand upon PWP to undertake all measures
2 necessary to correct the instability of the beach. Measures
3 discussed include installation of a retaining wall or sheet
4 piling along the toe of the beach. In addition, to stabilize the
5 hillside, it will be necessary to replace the material which has
6 eroded away after a retaining wall is built.

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8 In 1984, PWP installed some temporary protective measures
9 along portions of the beach front which have been substantially
10 ineffective in controlling long-term beach erosion. Despite
11 repeated promises and assurances to correct the problem, PWP has
12 refused to take corrective measures which would permanently
13 prevent further erosion and has failed to correct the damage to
14 the beach and hillside that has occurred to date.

15 XVIII

16 PWP has instituted a lawsuit in Kitsap County Superior Court
17 (#85-2-01592-6) against insurance carriers and other defendants
18 in connection with Port Washington Marina.

19 WHEREFORE, Plaintiff City of Bremerton demands judgment as
20 follows:

21 1. As against Defendant Port Washington Properties, Inc.,
22 compensatory damages in an amount to be specifically proven at
23 the time of trial, but for purposes of this Complaint are alleged
24 to be in excess of \$500,000.00, together with costs, attorney
25 fees, interest and prejudgment interest, as provided by law.

26 COMPLAINT - 6

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON WA 98310
(206) 478-5345

2. A decree ordering that any sums paid by insurance carriers or contractors working on the marina project to Port Washington Properties, Inc., in connection with the beach erosion at the marina be first applied to compensate the City for its present and/or future injury and to investigate and correct the beach stability problem.

3. For such other and further relief as the Court may deem equitable and just.

DATED this 23rd day of June, 1986.

William H. Broughton
WILLIAM H. BROUGHTON
Attorney for Plaintiff



OFFICE OF THE ATTORNEY GENERAL

Inter-office Correspondence

Date: October 14, 1985

To: Bob Hoyser, Marine Land Management
From: Ann C. Essko, Legal Intern
Subject: Aquatic Lease No. 22-002523

Have you heard anything yet in response to your September 23, 1985 letter to Mark L. Cleven, President of Port Washington Properties, Inc.? If it looks like you are going to have a problem getting Mr. Cleven to respond, or if I can be of any further assistance, please let me know.

Ann C. Essko
ANN C. ESSKO

ACE:clb

*Have not heard from him yet.
I'll drop him a line. Thank you*

*Bob
10/25/85*

HA 2523

Page 1

Inter Office Corresp.

To: Bob H.

From: Ann Essko

10-14-85

TO: Dave Bontz

FROM: Bob H.

SUBJECT: Port Washington Warrows - Bremerton
(Terry Durst) 282-2400

DATE: 7/6/84

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

SPEED MEMO

Spoke with TD this morning - he's very concerned about getting the other H.L. moved out to accommodate their 14' error where they have slips & ptns. of slips beyond the O.H.L. Apparently he sent the request for H.L. relocation to Holtecamp w/ a letter explaining the situation.

He cannot get ^{clear} title to sell these slips of course and also now their bank has written them that unless the problem is solved at a viable solution forthcoming, they are going to pull their financing. (Says the slips are worth \$34,000 ea.)

Of course moving the H.L. is easiest for TD. ~~And~~ there seems to be a concern that shifting the Marina landward would put it too close to the SIGNED ^{city} ~~the~~ ~~sewer~~ line - Not to mention ~~the~~ cost. He could also try to

REPLY work out the bank loan based on the marina minus the 6 slips. I told him to call you as you were in on the meetings. Also, I was not real encouraging about the H.L. relocation to accommodate this mistake by his engineers. I also told him I'd like a copy of his bank's letter.

DATE Incidentally, a ^{leg} SIGNED note on the trespass would be appx. \$40/year.

RES 35-2505 (12-79)

This form printed on NO CARBON REQUIRED paper. Return pink copy with reply.

CC: 22-002332, 2396, 2399, 2523

HA 2523

Page 1

Speed Memo

To Dave B.

From Bob H.

• 7-6-84



WASHINGTON STATE DEPARTMENT OF
Natural Resources

*original to ESSKO, ANG
XC to files
2396
2399
2332
2323*

BRIAN BOYLE
Commissioner of Public Lands

OLYMPIA, WA 98504

December 2, 1986

MEMORANDUM

TO: John DeMeyer, Aquatic Lands Division Manager
FROM: Bill Phillips, Engineering Division *BP*
SUBJECT: Port Washington Marina

On November 12, 1986, Terry Roswell and myself visited the Port Washington Marina with Mr. MacKenzie of the City of Bremerton to observe the alleged damage caused by dredging done in 1983. The City of Bremerton claims that dredging performed by Port Washington Marina has caused extensive beach erosion and has damaged their old 8-inch pressure sewer line. The history of events are as follow:

1983 - Port Washington Marina dredges the toe of the beach to allow free float of their floating dock. City of Bremerton notices that beach erosion has uncovered their 8-inch sewer main; the line is undermined in some areas, and the City feels a line failure may occur.

Late 1983 - City of Bremerton replaces the existing 8-inch line with a new 12-inch line located near the toe of the bluff.

December 1983 - Port Washington Marina installs their docks.

Spring of 1984 - Port Washington Marina installs filter fabric to the east portion of the beach to abate erosion and protect the boat house.

Fall of 1984 - Port Washington Marina installs filter fabric to the remainder of the affected beach.

Upon my visit to the site, my observations are as follows:

The existing beach material is composed of clay, silt and sand (the drilling reports from CH₂M Hill confirm this layer to be at least 8 feet in depth). The dredging operation left the exposed beach slope at an angle far in excess of the repose angle needed to withstand the natural currents which pass parallel to the beach.

1. Repaired to 12 inch pressure sewer line across beach area.

John DeMeyer
December 2, 1986
Page 2

Port Washington Marina has made some attempts to abate the erosion, but it appears that substantial degradation occurred prior to their efforts. The east end of the beach has been covered with fabric and ballast (4-inch minus) covering the cut slope and portions of the upper beach. This appears to have been done in an effort to protect the existing boat house.

The central and westerly portion of the beach have been covered by fabric, which is weighed down by sand bags. The fabric appears to be in the process of decay, and many areas are now uncovered and exposed due to the current pulling the fabric loose.

Mr. MacKenzie showed me some of the monitoring points set by the consultant, and it appears that 2 to 6 inches of uniform erosion has occurred since their placement.

While observing the toe of the bluff, some new erosion due to tidal action is present. Bluff erosion is in the form of a minor amount of soil slippage caused by the removal of the supporting toe material.

To conclude, my findings are as follow:

The dredging had some effect in exposing the City of Bremerton's sewer main. The Port Washington Marina acknowledged the beach erosion problem and made some attempt to abate any further loss of beach material. Their efforts were only marginally successful and the loss of material is continuing. To complete the abatement process, the cut slope needs to be trimmed, protected with new fabric, and covered with angular stone ranging in size from 10 to 12 inches. If erosion abatement is not completed, the beach will continue to degrade and undermine the bluff. If the bluff is undermined, the stability of the apartment building at the top of the bluff will be jeopardized.

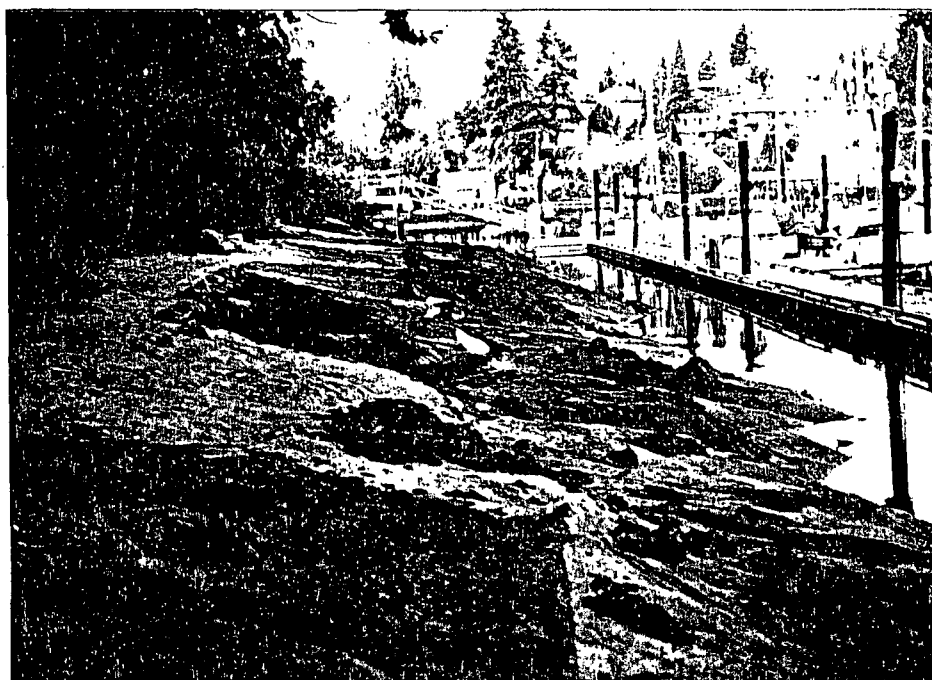
The City of Bremerton will be sending me a copy of their consultant's conclusions. After I get an opportunity to study this, I will submit a follow-up report.

If you have any questions regarding my report, please contact me at 753-2093.

BEP:rcm
Attachments
cc: Grant Fredricks
Paul Bourgault
Ray Sherman



Movement of filter fabric. Stone covering on easterly part of beach.



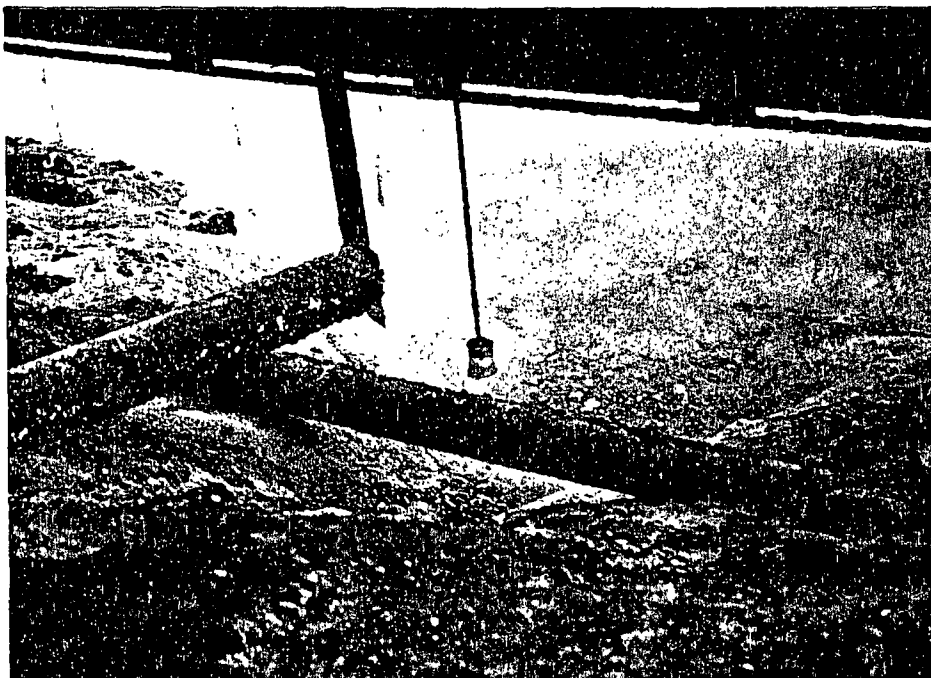
Note how beach toe is seeking repose by sluffing into dredged channel.



Note the undermining of the slope and movement of filter fabric.



Monitoring Point



Exposed 8" sewer line



Note size of imported stone.

Handwritten notes:
X
Copies 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
J. L. 6/20

TO: John DeMeyer, Aquatic Lands

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

FROM: Ann Essko, AAG

SUBJECT: HA Leases 2332, 2396. 2399. 2523 **SPEED MEMO**
City of Bremerton v. PWP, Kitsap Co. No. 86-2-00901-1

DATE: August 15, 1986

The attached new lawsuit does not name the State of Washington but could possibly affect the above referenced leases or the land which they involve. Note that one of the issues is the erosion of the tidelands at the leased area, caused by the State's lessees improvement - theoretically it seems possible that State aquatic lands might be in danger from the same problem. This lawsuit is related to Port Washington Properties v. Fireman's Fund Insurance Co. et al, Kitsap Co. No. 85-2-01592-6 that I sent you back in January.

Please let me know if you have any questions.

cc: Bob Hoyser (w/encl.) ✓

SIGNED

REPLY

DATE

SIGNED

FOULDS, FELKER, PIERSON, RYDER & MCHUGH, INC., P. S.

ATTORNEYS AT LAW

**TOM H. FOULDS
THOMAS B. FELKER
RICHARD W. PIERSON
STEPHEN P. RYDER
JOHN A. MCHUGH*
DALE L. KINGMAN
DAVID SHINEK**
MAX N. PEABODY***
MICHAEL E. RICKETTS**

**MEL MONHEIMER
OF COUNSEL**

***ALSO ADMITTED IN ILL AND CALIF.
**ADMITTED IN ALASKA ONLY
***ADMITTED IN ALASKA AND WASH.**

**1023 COLUMBIA STREET
SEATTLE, WASHINGTON 98104
(206) 622-1264
TELEX: 320298**

**725 CHRISTENSEN DRIVE
ANCHORAGE, ALASKA 99501
(907) 272-4042**

REPLY TO:

Seattle

August 14, 1986

FEDERAL EXPRESS

**Commissioner of Public Lands
State of Washington
Dept. of Natural Resources
Public Lands Bldg.
Olympia, WA 98504**

**Re: Kitsap County Harbor Area Lease
Nos. HA2332, HA2396, HA2399, and HA2523**

To Whom it May Concern:

This letter will confirm notice by Port Washington Properties, Inc. to your office of the filing of a lawsuit in the Kitsap County Superior Court entitled City of Bremerton v. Port Washington Properties, Inc., Kitsap County Cause No. 86-2-00901-1. Such action affects the above-described harbor area leases.

This office was furnished a courtesy copy of the above Complaint on Thursday, July 31, 1986. The pleading was apparently filed at an earlier date but service of process was still outstanding. We indicated to counsel for City of Bremerton that we would seek authorization from Port Washington Properties to accept service.

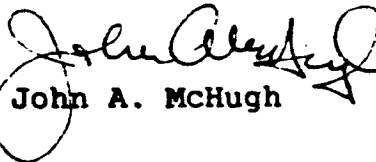
Tender of defense of the above action was made by Port Washington Properties through its liability carriers, Fireman's Fund Insurance Company and Consolidated American Insurance Company, under its letter of August 6, 1986. The adjuster for Fireman's Fund suggested filing of an appearance in the above action, which was accomplished on August 12, 1986.

Commissioner of Public Lands
August 14, 1986
Page 2

If we can provide you further information about the above lawsuit, please do not hesitate to contact us. In the event your file indicates additional leasehold properties involved in the marina, kindly contact us as soon as possible.

Very truly yours,

FOULDS, FELKER, PIERSON,
RYDER & MCHUGH, INC., P.S.



John A. McHugh

JAM:pp
0676L

SUPERIOR COURT OF WASHINGTON FOR KITSAP COUNTY

CITY OF BREMERTON, a municipal
corporation,

Plaintiff,

v.

PORT WASHINGTON PROPERTIES, INC.,
a Washington corporation,

Defendant.

NO. 86 2 00901 1

NOTICE OF APPEARANCE

TO: All parties and their counsel of record


AND TO: Clerk of the above-entitled Court

PLEASE TAKE NOTICE that the appearance of the defendant,
Port Washington Properties, Inc., is hereby entered in the
above-entitled action through the undersigned attorneys.
Kindly serve all future pleadings or papers, except process,
upon said attorneys at their below-stated address.

DATED this 12th day of August, 1986.

FOULDS, FELKER, PIERSON,
RYDER & McHUGH, INC., P.S.

By


John A. McHugh
Attorneys for Defendant
Port Washington Properties

NOTICE OF APPEARANCE
0397P

FOULDS, FELKER, PIERSON, RYDER & McHUGH, INC., P.S.
ATTORNEYS AT LAW
1023 COLUMBIA STREET
SEATTLE, WASHINGTON 98104
(206) 622-1264

FILED
IN OPEN COURT

JUL 9 1986

ROBERT L. FREUDENSTEIN, Clerk
By _____

SUPERIOR COURT OF WASHINGTON FOR KITSAP COUNTY

CITY OF BREMERTON, a
municipal corporation,

Plaintiff,

vs.

PORT WASHINGTON PROPERTIES,
INC., a Washington
corporation,

Defendant.

NO.

86 2 00901 1

COMPLAINT

COMES NOW, City of Bremerton Plaintiff herein, and for cause
of action against Defendant, alleges as follows:

I

Plaintiff City of Bremerton is a municipal corporation,
organized and existing under the laws of the State of Washington.

II

Defendant Port Washington Properties, Inc., hereinafter
"PWP" a Washington corporation, is and was the owner of a
leasehold estate and developer of the marina facility called
"Port Washington Marina," hereinafter "Marina", which consists of
various structures and a floating dock system having eighty slips
and is located in the City of Bremerton, lying adjacent to Port
Washington Narrows near Anderson Cove.

COMPLAINT - 1

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON, WA 98310
(206) 478-5345

III

1 In conjunction with the development of its Marina, PWP
2 applied for various permits from the City including, but not
3 limited to, a Shoreline Substantial Development Permit and
4 Conditional Use Permit and submitted to the City marina plans
5 which indicated that riprap would be installed along the dredged
6 banks of the marina.
7

IV

8 Neither PWP nor any of its contractors installed riprap
9 along the dredged banks of the marina to prevent beach erosion
10 and sloughage.
11

V

12 As a result of failing to install riprap, substantial
13 erosion and sloughage of beach material has occurred and
14 continues to occur along the dredged slopes of the marina.
15

VI

16 The erosion and sloughage problem at the marina site is
17 exacerbated by dredging done at the direction of PWP which was
18 illegal and/or negligently planned and/or carried out.
19

VII

20 City of Bremerton is the owner of certain wastewater
21 facilities. In 1984 the City installed close to the bank an
22 eight inch PVC high pressure sewer pipeline across the tidelands
23 adjacent to the marina. In connection with such sewer pipeline,
24 the City holds a grant of easement from the State of Washington
25
26 COMPLAINT - 2

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON WA 98310
(206) 478-5345

1 under a certain agreement (#45730) dated November 1, 1983. By
2 reason of such grant, the City possesses the right of quiet
3 enjoyment with respect to the use of its high pressure sewer
4 line.

5 VIII

6 The City formerly operated another sewer line running under
7 the beach at the marina site which it has since abandoned in
8 favor of the sewer line installed in 1984. The City had intended
9 to relocate the old sewer line but was forced to do so much
10 earlier than planned because the beach had eroded and left these
11 pipes exposed, threatening rupture. In drafting the original
12 plans for installation of the new pipeline, the City's Engineer
13 relied on assertions made by PWP that riprap would be installed
14 along the dredged banks of the marina slope to address potential
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20 relocating the new sewer line which can be attributed to the
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26 COMPLAINT - 5

WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON WA 98310
(206) 478-5345

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WILLIAM BROUGHTON
BREMERTON CITY ATTORNEY
239 FOURTH STREET
BREMERTON WA 98310
(206) 478-5345

2. A decree ordering that any sums paid by insurance carriers or contractors working on the marina project to Port Washington Properties, Inc., in connection with the beach erosion at the marina be first applied to compensate the City for its present and/or future injury and to investigate and correct the beach stability problem.

3. For such other and further relief as the Court may deem equitable and just.

DATED this 23rd day of June, 1986.

William H. Broughton
WILLIAM H. BROUGHTON
Attorney for Plaintiff



Department of Natural Resources

OLYMPIA, WASHINGTON

98504

BRIAN BOYLE
Commissioner of Public Lands

September 26, 1985

[REDACTED]

Re: Your request for procedures required
for development of a marine moorage facility
Lease No. [REDACTED]

Dear Mr. [REDACTED]:

Sorry for the delay in answering, but we've been in the process of reviewing our requirements regarding plans of development and operations for aquatic land use authorizations. Following are the items we would require:

- Copy of the shoreline substantial development permit and SEPA compliance documentation.
- Copy of the Army Corps of Engineers permit.
- If you anticipate requesting an extension of your lease term, we will require a new lease application. If you will be maintaining the current lease term, we will amend your present lease to incorporate current legislative directives, department policies and regulations.
- Plan of development to include:
 - Time to project completion.
 - Final construction plans per the building permit - plan and profile (elevation) drawing.
 - Narrative statement regarding type of structures.
 - Improvement life expectancy, i.e., estimated useful life.
 - Copy of your proforma.
- Plan of operation to include:
 - Proposed date to begin construction.
 - Security means, i.e., insurance, bond, savings assignment, etc.
 - Maintenance and maintenance inspection schedule.
 - Proposed user fees.
 - Sublease plans and types.
 - Mitigation measures.
 - Waste disposal plans and safeguards.
 - Requirement for a report midway through construction, with photographs.
 - Requirement for final as-built exhibit, with photographs.

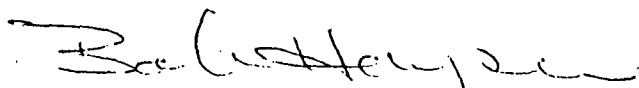
2623 93

[REDACTED]
September 26, 1985
Page 2

Thank you for the inquiry. We had planned, in the near future, to discuss your plans. The department will be requiring its lessees to provide plans for any areas leased that are currently vacant, or otherwise in a state of "non-use".

If you have comments/questions, [REDACTED] please call me at (206) 753-7158.

Sincerely,



Robert G. Hoyser, Lease Administrator
Division of Marine Land Management

RGH/nr

c: Dave Bortz
Terry Roswall
File [REDACTED]

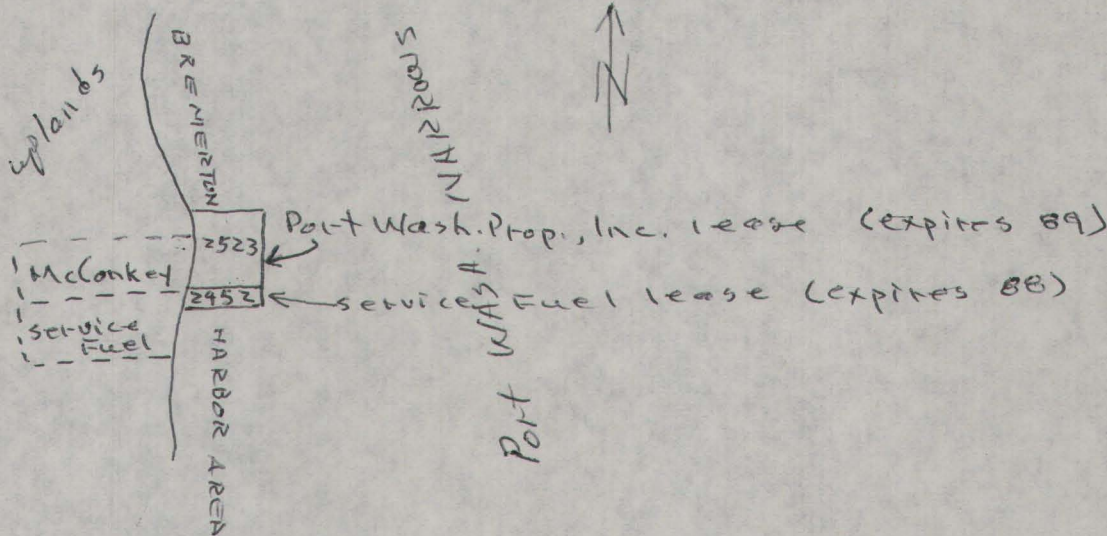
TO: John

FROM: Bob

SUBJECT: Bremerton Concrete Products letter (McLonkey) SPEED MEMO

DATE: 10/11/85

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES



McLonkey & Service Fuel get along fine & share uplands to some degree. McLonkey would like s.h. of #2523 for launching his products. PWP, Inc. is in compliance & is proceeding with plans to expand their marina onto the entire lease area of #2523. McC. could use Service Fuel's dock on #2452 but that is not sufficient of course for what he wants to do.

HA to the south of #2452 is open for long ways & McL. took application & bond forms, etc. - that area would work for him but not as well as area fronting his propy. Explained assignment & subleasing picture but he's pretty well convinced he can't deal w/ PWP, Inc. His letter was to go on record that DNR has another

SIGNED party interested in #2523 when it expires.

REPLY

cc: 2523
2452

2523
P. 3
Speed Memo
To: John
From: Bob
10/11/85

Handwritten signature: Bob

DATE

SIGNED

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

DATE: 10/14/85

SIGNED

REPLY

DATE _____

SIGNED

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

3/ Article Addressed to:

4. Article Number

P519 534 123

Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee
or agent and DATE DELIVERED.

5. Signature — Addressee

X *[Signature]*

6. Signature — Agent

☒

7. Date of Delivery

2-9-89

8. Addressee's Address (*ONLY if requested and fee paid*)

12/4/2000

275109

PS Form 3811, Mar. 1987

★ U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

2523

2523

DEPARTMENT OF NATURAL RESOUR
OLYMPIA, WASHINGTON 98504ROUTING SLIP
(TO EXECUTIVE MANAGEMENT)

ROUTE TO:

DATE: 7/8/87

Art stearns

REQUESTED BY:

Aquatic lands

ACTION REQUESTED:

Approval _____ Signature X For Your Information _____
Comments lease Ass. from Port Washington Properties,
Inc. to Jack T. Champion in Bremerton
H.A.

Date Needed ~~7/10~~ ASAP please

RETURN TO:

Francis Gilbert - Aquatic Lds.

SUMMARY AND BACKGROUND INFORMATION:

Security transferred to champion. Rental
streeage paid.

LEASE # HA2523

Cnty Parcel # _____

NAME PT. Wa. Prop.

State Tax ID # _____

ADDRESS George Stenson

PHONE # _____

1214 Warren No.282-9129Seattle, wa.

DATE INIT COMMENTS

11/6/85 TUPC Mark Cleveland may be reached by letter at:
 1127 200th SW
 Lynnwood, WA 98036

TUR BL & I had to track the who the players are on
 this lease. Note: Stenson Marketing Concepts
 1214 Warren No.
 Seattle WA
 282-9129

1/23/86 AT Jack Champion (1214 Warren ^{Seattle} Ave. ~~wa.~~)
 285-0421 in to talk w/ Terry & I
 re the assignment to PWP to
 Bill Packard. Jack is handling
 the deal. He was here for 1 1/2 hrs.
 They will provide:
 1. \$25⁰⁰ assignment fee
 2. \$4,000 bond
 3. Acknowledgment of Bill Packard's sign.
 4. annual rent for 12/85 to 12/86 +
 LHT. NOTE: they had paid (12/11/85)
 the rent of \$2,257³³ but had not
 pd. the LHT of \$289⁰⁰.

In addition, they will sign an
 addendum to assignment per the
 following: (AA6 to check at wording).
 "a plan of development and operation
 (including a revised Exhibit 'A'
 per Department specifications) to be
 approved by the Lessor prior to
 commencement of construction,
 or within six months, whichever
 occurs first.

MEMORANDUM

TO File # 22-002523 Port Washington Prop.
(Name) (Location)
FROM R. Heggen / Aquatic Lands
(Name) (Location)
SUBJECT interest charge for Delinquent Rent DATE 5/8/88

Rent due 12/8/86 = \$ 2,767.⁰⁰

begin interest 1/8/87 to - 6/8/87 = 6 mo $\times .06152$

\$ = 170.²³

+ 2,767.⁰⁰

Rent - 12/8/86-87

\$ 2,937.23

+ 355.28 tax - 12/8/86-87

3,292.51 total due by 6/8/87

+ 289.84 (Past due tax for 1/8/85-86)

3,582.35

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR PUBLIC RECORD

Please Print:

Name MYRON W. HILLMAN Representing MANSON CONST & ENGR
Address 5209 E. MARSHAL WAY SO. SEATTLE WA. 98134
Street City State ZIP

Describe Material Requested FINAL CONSTRUCTED SURVEY DRAWING
OF PORT WASHINGTON PROPERTIES

Myron W. Hillman
Signature

Copy Cost _____

2-27-87
Date Examined

0830
Time

SECOND YEAR STAIRSTEP 12/8/85-86

Inflation Rate 2.375 %
a

Original Formula Rent \$ 2743.41
b

First Year Rent \$ 1743
c

(1+a) x b = \$ 2808.57
d

(d-previous rent) x .33 = \$ 514.33
e

c + e = \$ 2257.33
f

Prev. Rent
1249.98

Inflation Adj.
Formula Rent

Second Year
Stairstep*

Second Year Rent
(rounded)

THIRD YEAR STAIRSTEP 12/8/86-87

Inflation Rate - 0.483 %
g

Inflation Adj.
Formula Rent \$ 2808.57
d

Second Year Rent \$ 2257.33
f

(1+g) x d = \$ 2795.00
h

(h-Prev. Rent) x .33 = \$ 509.86
i

f + i = \$ 2767.19
j
2767.00

2nd Inflat. Adj.
Formula Rent

Third Year
Stairstep*

Third Year Rent
(rounded)

FOURTH YEAR RENT

Inflation Rate _____ %
k

2nd Inflation Adj. \$ _____
Formula Rent h

(1+k) x h = \$ _____ Fourth Year Rent

NOTES

12/8/87-88 = 2795.00 x PPI.

*This will be a negative figure for decreasing stairsteps.

CONTROL # NAME OF APPLICANT APPLICATION START-END ACCT AR/D/U TERM
 22-002523 PORT WASHINGTON PROPERTIES, 12-08-1979 12-08-1989 1140 13 0 0

DATE	DOCU #	TYPE	SUBS	DEBIT	CREDIT	BALANCE	SUSPNS	APPLIED	BILDUE
831216	004055	JD	0180	1,317.18-		2,312.36			840116
831216	004055	JD	9089	169.13-		2,143.23			840116
840119	175273	CR	0180		1,899.35	243.88		175273	
840119	175273	CR	9089		243.88	.00		175273	
850116	085160	IB	0160	1,743.00		1,743.00			850215
850116	085160	IB	9089	223.80		1,966.80			850215
850225	194744	CR	0160		1,743.00	223.80		194744	
850225	194744	CR	9089		223.80	.00		194744	
851113	094700	MB	0160	2,257.33		2,257.33			851208
851113	094700	MB	9089	289.84		2,547.17			851208
851231	209628	CR	0160		2,257.33	289.84		209628	

DATE OF LAST ERI
01 09 1981

PAGE
1

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

ACCOUNT
1140
TYPE
22
APP. NO.
002523

LINE
090
USER NUMBER
BOND NUMBER

N/R
2
ERI
0
FY
SEL
81

START DATE
MO. DAY YEAR
12 08 1979
END DATE
MO. DAY YEAR
12 08 1989

LINE
091
NAME FOR TP INQUIRY
PORT WASHINGTON

AIMS MASTER FILE DATA

TAX AREA CODE
0010

LINE
100
CUSTOMER NAME AND ADDRESS
PORT WASHINGTON PROPERTIES,
101 INC
103 20 WEST GALER
104 SEATTLE, WA
106 98119

LINE
110
LENDER NAME AND ADDRESS
UNIVERSITY FEDERAL SAVINGS
111 AND LOAN ASSOCIATION
113 6400 ROOSEVELT WAY NE
114 SEATTLE, WA
115 98115

LINE
200
SEC
11
TWN
24
RANGE
010E
CODE
0160
PRINCIPAL USE DESCRIPTION
MARINA SERVICES
L/D
023

LINE
300
LEGAL DESCRIPTION
FRONT TRACTS 1 & 11 AND
301 INTERVENING RENN STROLL
302 SUPPL. PLAT OF BAY VIEW
303 GARDEN TRACTS, BREMERTON
304 TIDE LANDS
305 FOR 2ND LENDER SEE 306
306 MICHAEL R. & JOAN K. MASTRO
307 510 RQINIER AVENUE SOUTH
308 SEATTLE, WA 98144

LINE	ITEM	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS	TOTAL VALUE
400	10	NONCOMMERCIAL AQUATIC USE - ^{PLANNED MAR.}	001	1 88	16 920 00
401	11	CPN37110000100002	002	28 060 00	62 600 00

LINE	ITEM	FIRST BILL DATE	NEXT DUE	END DATE	THIS LINE END DATE	BILLING THIS PERIOD	BI	TAX	LAST BILL DATE
500	10	12 08 1985	012	12 08 1986	12 08 1986	2 235 00	0	1	
501	10	12 08 1986	012	12 08 1987	12 08 1987	2 728 00	0	1	
502	10	12 08 1987	012	12 08 1988	12 08 1989	2 743 00	0	1	

LINE	ITEM	SUBSOURCE	TRUST	AREA	D	U	RES	CO	PORT	LAND USE	LINE	ITEM	CODE	AUDIT NOTE DESCRIPTION	FIRST NOTE DATE	MOS. TO NEXT
600	10	0160	25	1352						1806181						
601	11	0001	00	1300						1806211						

EOT
ARR
10/22/85

LINE	ITEM	OWN	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS	TOTAL VALUE OF UNITS

RENT WORKSHEET FOR WATER DEPENDENT USES

Mr Boyd of K.T. Co. Ass. says the sq ft value is \$3.00/ft and that we can use it for our purpose. They use new AV \$12,600 because the Condominium declaration states 80% of value of parking lot value go toward condo lots, something to that effect.

Use*

Acres

Lease Number HA 2523
Name Fort Wash. Prop.
County Kittapow
Previous Rent \$ 1249.98
Assessment Date _____

Proposed marina
(new green water)

1.88

TWR
3/7/89

COUNTY* PARCEL#	UPLAND VALUE	ACRES/ SQ. FT.	UPLAND VALUE/ ACRE	AQUATIC VALUE @ 30%	AQUATIC LEASE ACRES	LEASE AREA VALUE	RENT @ 5%
1. <u>3711-000-010-0002</u>	<u>\$62,600</u> <u>12,600</u>	<u>28,060</u>	<u>\$2.23/ft</u>	<u>\$0.67</u>	<u>81,893</u>	<u>\$54,868</u>	<u>\$2,743.41</u>
2. _____	_____	_____	_____	_____	_____	_____	_____
3. <u>Option Rent - Extention Method</u>	_____	_____	<u>\$2.23/ft</u>	<u>\$</u>	<u>81,893</u>	<u>\$</u>	<u>\$13,879</u>
4. _____	_____	_____	_____	_____	_____	_____	_____
				Total	(FR)		

If the difference between the Previous rent and the Formula rent is greater than \$100, and greater than 33%, then use the stairstep formula as follows.

Stairstep Decrease 1st Yr. = PR - .33(PR-FR)**
Stairstep Increase 1st Yr. = PR + .33(FR-PR)**

STAIRSTEP RENTS

Prev. Rent	= \$	<u>1249.98</u>	1st Year	= \$	<u>1743.00</u>
Formula Rent	= \$	<u>2743.41</u>	+ Adjustment	\$	<u>492.83</u>
Difference	= \$	<u>1493.43</u>	2nd Year	= \$	<u>2235.00</u>
Multiplier	x.33		+ Adjustment	\$	<u>492.83</u>
Adjustment	= \$	<u>492.83</u>	3rd Year	= \$	<u>2728.00</u>
Prev. Rent + Adj.	= \$	<u>1742.81</u>	4th Year	= \$	<u>2743.00</u>
Rounded to	\$	<u>1743.00</u>	Formula Rent		

TRUST DIST. OF RENT	
15	\$ _____
16	\$ _____
17	\$ _____
18	\$ _____
19	\$ _____
20	\$ _____
21	\$ _____
23	\$ _____
24	\$ _____
25	\$ _____
28	\$ _____
29	\$ _____

* If use is log storage the rent is \$189 per acre. No parcel #'s needed.
** Subsequent rents are effected by the annual inflation rate.

Date 12/4/84 Initials TWR

Use new AV for the Re-lease in 1989

TWR 3/7/89

512 SHEDON*BREMERTON, WA*98310	BLK 5 LOT 7 EXC E 29FT THOF	CA	1456SQFT	T 0010	134,771
3709-005-010-0005 GILBERT, BEATRICE K 512 12TH ST*BREMERTON WA*98310	BLK 005 LOT 10 & 11	05	11101 01 1.0B CA 1596 0FT	12,500 31,740 44,240 T 0010 371.57	
3709-006-001-0301 LOTHUS, H M PROP0664TR1260 RAINIER NATIONAL BANK*98124	BLK 006 LOT 1 D-03 EX TO P SD P & LT	17	51920 46 1.0 A 1836SQFT	170,000 41,500 211,500 T 0010 1,776.30	
3709-006-001-0400 BREMERTON, CITY OF 0	BLK-006 LOT-001 D-04 THAT PTN OF BLK 6	17	48430 76 1.0 A 225SQFT	X 0010	
3709-005-003-0002 BREM AIR DISPOSAL INC PO BOX 438*BREMERTON WA*98310	BLK-006 LOT-003 D-00 PT OF LOT 3 COM A	17	48490 72 1.+ CA 9536SQFT	108,000 235,000 343,000 T 0010 2,880.80	

3710 BAY VIEW GARDEN TRACTS

3710-000-006-0009 LOBE, EUGENE C 1416 IVY RD*BREMERTON WA*98310	LOT 6 TOW ESMT OVER S 25FT OF E 40FT 0	05	91000	3206	15,000	15,000	15,000	125.99
						T 0010		
3710-000-007-0008 JACOBS, RUSSELL 1728 MARGUERITE AV*BREMERTON WA*98310	LOTS 7 & 8 SUBJ TO ESMT OVER S 25FT OF	00	11101	39 1.0		30,000	17,010	47,010
			CA	832SQFT			T 0010	394.84

3711 BAY VIEW GARDEN TRACTS SUP

3711-000-001-0003 BLOMBERG, THEODORE C & MARIAN P O BX 559*BREMERTON WA*98310	THE S 54.25FT M/L OF LOT 1 & N1/2 OF	17	66210 75 1.0 7211 75,000 46,500 69,100 115,600 CA 2400SQFT+	T 0010 970.92
3711-000-001-0102 BREMERTON CONCRETE PROD P O BX 86*BREMERTON WA*98310	TH PTN LOT 1 SUP PLAT BAYVIEW GARDEN	17	46000 7912 H 130,000 140,000 15,000 155,000 CA	T 0010 1,301.85
3711-000-002-0002 BLOMBERG, THEODORE C & MARIAN P O BX 559*BREMERTON WA*98310	S1/2 OF LOT 2 ALL OF LOTS 3, 4 & 5	17	66210 7405 S 37,500 120,800 55,200 176,000 C	T 0010 1,478.22
3711-000-009-0005 LOBE, EUGENE C & NAOMI A 1701 THOMSON STREET*BREMERTON WA*98310	BLK-000 LOT-009 D-00 ALL OF LOT 9 SLY	17	51920 42 1.0 7803 M 16,000 42,000 79,600 102,200 UCA 2468SQFT	T 0010 1,026.36

B 2

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KITSAP COUNTY PARCEL LIST BY ACCOUNT #

1983-84 EDITION

3711 BAY VIEW GARDEN TRACTS SUP

GRID- L14 SEC-14 TNP-24 RNG-1E VOL 5 PAGE 19

TAX-ACCOUNT-NUMBER	TAXPAYER-NAME & MAILING-ADDRESS	LEGAL DESCRIPTION	ZONING	USE	YR	STYLE	LAST-SALE	LAND-AV	IMPVTS	TOTAL	AV
			LAND-CHTRS	SQFT	DATE-FLG-PRICE	DELIG	T	LEVY	83-TAX		
3711-000-010-0002 VERHELST, JOHN & DIANNE 4779 ERLAND PT RD NW*BREMERTON WA*98310	BLK-000 LOT-010 D-00 N 60FT OF LOT 10	17	91000	7601 K	20,500	62,600		62,600			
			UCA				T 0010	525.78			

3712 BENBENNICKS 1ST

GRID- L13 SEC-13 TNP-24 RNG-1E VOL 2 PAGE 64

3712-001-001-0000 TORRENCE 02-001-14821-2 GREAT N W SAV & LN*98310	BLK 001 LOT 1	07	11101 12 1.0 UCA 896SQFT	13,000 19,010 32,010 T 0010 268.85
3712-001-002-0009 ONEILL, ROBERT & JULIE 3814 NE ROOSEVELT ST*BREMERTON WA*98312	BLK 001 LOT 2	07	11101 05 1.+B 8206 UCA 2470SQFT	43,000 13,000 35,320 48,320 T 0010 405.84
3712-001-003-0008 HARTING, DARRELL & OVIDIA 16810 12TH SW*SEATTLE WA*98166	BLK 001 LOT 3	07	11101 01 1.0B 8201 2 UCA 1408SQFT	90,000 13,000 24,400 37,440 T 0010 314.46

SAP COUNTY PARCEL LIST BY ACCOUNT #

GRID- L11 SEC-11 TNP-24 RGE-1E UNPLATTED

TAX-ACCOUNT-NUMBER	TAXPAYER-NAME & MAILING-ADDRESS	LEGAL DESCRIPTION	ZONING	USE	YR	STYLE	LAST-SALE	LAND-AV	IMPVTS	TOTAL AV
			LAND-CHTRS	SQFT	DATE-FLG-PRICE	DELIO	T	LEVY	83-TAX	
112401-3-066-2009	NESHEM, CLE TF61790 SEAFIRST MTG CORP*98121	L 6 BEG 229.995FT N & 20FT E OF SW L 6	05	11101	42	1.0B		17,500	38,490	55,990
			.3AC	CA	2380SQFT		T 0010			470.26
112401-3-067-2008	PALOMAR FINANCIAL P O BX 81167*SAN DIEGO CA*92138	L 6 BEG 163.33FT N & 20FT E OF SW COR	05	11101	38	1.0B	7009 16,000	17,500	40,090	57,590
			.3AC	CA	1782SQFT		T 0010			483.70
112401-3-068-2007	WHITE, ALLEN S 4416460 PEOPLES MTG CO*98111	L 6 BEG 163.33FT N & 183.35FT E OF SW	05	11101	33	1.+B		30,000	54,430	84,430
			.5AC	CA	2493SQFT		T 0010			709.13
112401-3-069-2006	HULSE, EMMA 1922 N RAINIER*BREMERTON WA*98310	L 6 NW1/4 FOLG BEG 386.70FT E & 163.33	05	11101	41	1.0		17,500	11,390	28,890
			.25AC	CA	936SQFT		T 0010			242.65
112401-3-070-2003	HEGTVEDT, ARTHUR K 1914 NORTH RAINIER*BREMERTON WA*98310	L 6 SW1/4 FOLG BEG 386.70FT E & 163.33	05	11101	40	1.0B		17,500	59,120	76,620
			.3AC	CA	2341SQFT		T 0010			643.53
112401-3-071-2002	MC DONALD, MARIE 1930 NO TAFT AVE*BREMERTON WA*98312	L 6 BEG 366.70FT E & 163.33FT N OF SW	05	91000				17,500		17,500
			.25AC	CA			T 0010			146.98
112401-3-072-2001	MCDONALD, MARIE 1930 NO TAFT AVE*BREMERTON WA*98312	L 6 BEG N 296.66FT & E 550.05FT FROM S	05	11101	40	1.0		17,500	7,640	25,140
			.25AC	CA	540SQFT		T 0010			211.15
112401-3-073-2000	CROSS, MARTHA L 1916 TAFT AVE*BREMERTON WA*98312	L 6 BEG 753.4FT E & 230FT N OF SW COR	05	11101	24	1.0B		42,500	12,900	62,400
			.6AC	HCA	1240SQFT		T 0010			524.10
112401-3-074-2009	RASMUSSEN, 02036272417 GREAT N W SAV & LN*98310	L 7 EX PLATTED	07	14410				219,000	1,317,	1,536,
			3.5AC	HCA			T 0010			12,900.86
112401-3-075-2008	DANE, WILLIAM 2537 NE LINCOLN RD*POULSB0 WA*98370	L 6 BEG 30FT N OF SE COR L 6 S 89*38'2	05	51920	48	1.0	7507 55,000	134,100	82,300	216,400
			1.03AC	HCA	1200SQFT		T 0010			1,817.54
112401-3-076-2007	CADY, ALAN P O BOX 1525*SILVERDALE WA*98383	L 6 BEG 753.4FT E & 30FT N OF SW COR S	05	11104	30	1.0	7706 Z 33,000	40,000	40,370	80,370
			.72AC	HCA	459SQFT+		1YR T 0010			675.03
112401-3-077-2005	CADY, ALAN G 1119 ELIZABETH*BREMERTON WA*98310	THAT PT OF GOV L 6 DES AS FOLS BAAP	05	91000				20,000		20,000
			.18AC	HFA			T 0010			167.98
112401-3-078-2005	ROBINSON, CLAUDE B 1911 N TAFT*BREMERTON WA*98310	L 6 N 66FT OF E 110FT OF FOLG BEG SW C	05	11101	50	1.0B		12,500	42,550	55,050
			.2AC	CA	2350SQFT		T 0010			462.36
112401-3-079-2004	SHEARER, R TOM 1905 TAFT*BREMERTON WA*98312	L 6 S 67.33FT OF E 110FT OF FOLG BEG S	05	11101	50	1.0B		12,500	44,370	56,870
			.2AC	CA	2252SQFT		T 0010			477.65
112401-3-080-2001	CARLYLE, D & BRYANT, D 2450 19 ST*BREMERTON WA*98310	PT OF LOT 6 BAAP 496.70FT E & 30FT N O	05	12102	35	1.+	7804 E 15,000	20,000	94,210	114,210
			.3AC	WCA	1404SQFT+		T 0010			959.25
112401-3-081-2000	CITIZENS FED SVG & LOAN ASSOC PO BX 239*RENTON WA*98055	L 6 BEG 366.7FT E & 30FT N OF SW COR L	05	11101	51	1.0B	7203 18,500	12,500	42,470	54,970
			.2AC	CA	1756SQFT		T 0010			461.69
112401-3-082-2009	MARTIN, CHAS T & LUCY 1906 RAINIER AV*BREMERTON WA*98310	L 6 N 66FT FOLG BEG ON SW COR L 6 E	05	11101	44	1.0B		12,500	40,590	53,090
			.2AC	CA	2064SQFT		T 0010			445.90
112401-3-083-2008	LYNN 0025000461 RAINIER MORTGAGE CO*98124	COR COM TO SECS 10 11 14 & 15 E 346.70	05	11101	41	1.0		11,000	40,070	51,070
			.14AC	CA	1255SQFT		T 0010			428.94

8054

~~OUTER~~

~~WABCO~~

MEANLEY

6-137-1NCE

4-1-1

505

NW CORNER
LOT 17

(6/4)

(275)

272

51

FEET

TO:

Pam

FROM:

Bob

SUBJECT:

Subs. changes - Port Wash. Propy. Leases

SPEED MEMO

DATE:

9/25/84

change 22-002399 from SS 0180 to SS 0160
change 22-002523 from SS 0140 to SS 0160
010180?

Thank

Bob

SIGNED

REPLY

DATE

SIGNED

WOT
9/25/84
PL

TO: Pam

FROM: Bob

SUBJECT: Subs. changes - Port Wash. Propy, Lees^S

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

SPEED MEMO

DATE: 9/25/84

change 22-002399 from SS 0180 to SS 0160
change 22-002523 from SS 0140 to SS 0160
010180?

Thank

Bob

SIGNED

REPLY

DATE

SIGNED

WOT
9/25/84
JL

CURRENT DATE

MO. DA. YEAR

19

AIMS SETUP FORM

Department of
Natural Resources

BRIAN J. BOYLE, COMMISSIONER OF PUBLIC LANDS

PRIMARY

LINE	TYPE	CONTROL APPLICATION	FILE DATE	APP. NO. STATUS	USER NUMBER	BOND NUMBER	AM FD	ERI	FY SEL
090	22	00 2523	START DATE	19	END DATE				
OLD						5055386			
			<div><input type="checkbox"/> 1. NEW <input type="checkbox"/> 2. RELEASE <input type="checkbox"/> 3. REMOVE</div>						

LINE	COUNTY PARCEL NUMBER	ACCT. NO.	DATE LAST INFO	NAME FOR TP INQUIRY
091				

NAME AND ADDRESS

LINE	N/A	NAME AND ADDRESS	LINE	N/A	LENDER NAME AND ADDRESS
100	N	Port Washington Properties Inc.	110	N	University Federal
101	N		111	N	Savings & Loan Association
102	N		112	N	
103	A	20 W. GALER	113	A	6400 Roosevelt Way NE
104	A	Seattle Wa 98119	114	A	Seattle Wa 98115
105	A		115	A	
106	A		116	A	

LOCATION

LINE	SEC.	TWN.	RANGE	PRIN USE CODE	MAP #	LINE	2 NO LENDER	LEGAL DESCRIPTION
200			1 2 3 4			300	Michael R. & Joan K. MASTRO	
201						301	510 Rainier Avenue South	
202						302	Seattle Wa 98144	
203						303		
204						304		
205						305		
206						306		
207						307		
208						308		
209						309		

USE

LINE	ITEM	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS	TOTAL VALUE
400					
401					
402					
403					
404					
405					
406					
407					
408					
409					

BILLING

LINE	ITEM	FIRST BILL DATE	MONTHS TO NEXT BILL	THIS LINE END DATE	BILLING THIS PERIOD	BI	TAX
500							
501							
502							
503							
504							
505							

DISTRIBUTION

LINE	ITEM	SUB SOURCE	TRUST	AREA	D	U	RES	CO.	PORT	LAND USE
600										
601										
602										
603										
604										
605										
606										
607										
608										
609										

AUDIT NOTES

LINE	ITEM	NOTE TYPE	NOTE DATE	DATE FIRST NOTE	MONTH'S
700					
701					
702					
703					
704					
705					
706					
707					
708					
709					

IMPROVEMENTS

LINE	ITEM	OWN	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS	TOTAL VALUE
800						
801						
802						
803						
804						

INSPECTOR

RECOMMENDED

APPROVED

DATE

DATE

DATE

REVISED 06/09/75

CURRENT DATE		
MO.	DA.	YEAR
		19

AIMS SETUP FORM

Department of
Natural Resources
BRIAN J. BOYLE, COMMISSIONER OF PUBLIC LANDS

LINE	TYPE	CONTROL APPLICATION	FILE DATE			APP. NO. STATUS	USER NUMBER	BOND NUMBER	AM FD	ERI	FY SEL
			START	DATE	END DATE						
090	22	002523		19		<input type="checkbox"/> 1. NEW <input type="checkbox"/> 2. RELEASE <input type="checkbox"/> 3. REMOVE					
OLD											

LINE	COUNTY PARCEL NUMBER	ACCT. NO.	DATE LAST INFO	NAME FOR TP INQUIRY
091				

NAME AND ADDRESS

LINE	N/A	NAME AND ADDRESS	LINE	N/A	LENDER NAME AND ADDRESS
100	N		110	N	
101	N		111	N	
102	N		112	N	
103	A		113	A	
104	A		114	A	
105	A		115	A	
106	A		116	A	

LOCATION

LINE	SEC.	TWN.	RANGE				PRIN USE CODE	MAP #	LINE	LEGAL DESCRIPTION
			1	2	3	4				
200					0				300	
201					0				301	
202					0				302	
203					0				303	
204					0				304	
205					0				305	
206					0				306	
207					0				307	
208					0				308	
209					0				309	

USE

LINE	ITEM	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS			TOTAL VALUE		
400									
401									
402									
403									
404									
405									
406									
407									
408									
409									

BILLING

LINE	ITEM	FIRST BILL DATE	MONTHS TO NEXT BILL	THIS LINE END DATE	BILLING THIS PERIOD	BI	TAX
500							
501							
502							
503							
504							
505							

DISTRIBUTION

AUDIT NOTES

LINE	ITEM	SUB SOURCE	TRUST	AREA	D	U	RES	CO	PORT	LAND USE	LINE	ITEM	NOTE TYPE	NOTE DATE	DATE FIRST NOTE DATE	MONTH'S	
600											700	10	72	06	01	1983	100
601											701						
602											702						
603											703						
604											704						
605											705						
606											706						
607											707						
608											708						
609											709						

6/5
11/8/82
[Signature]

IMPROVEMENTS

LINE	ITEM	OWN	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS			TOTAL VALUE		
800										
801										
802										
803										
804										

INSPECTOR _____ DATE _____
RECOMMENDED _____ DATE _____
PROVED _____ DATE _____

RENTAL DETERMINATION WORKSHEET FOR EXISTING LEASES

Lease No. AA 2523 Anniversary Date _____ Acres or sq.ft. _____

Reason for Current Rental Change: _____

Last Revaluation Date 12/8/79(Revaluation, Stairstep, etc.)4(a) 1/1/81 Rent \$ 1120⁰⁰ (From 12/8/80 To 8/1)

Note: if there has been a change in acreage since 1/1/81 use procedure on reverse side (b)

(b) "Allowed" \$ per day increase:

1/1/81 rent 1120⁰⁰ x 6% = \$.184

(c) Prorate increase:

multiply (b) times # of days from 1/1/81 to 12/8/82 x 706 days
(billing date) \$ 129.98

(d) Determine current rent:

add \$ increase (c) to 1/1/81 rent (a) + \$ 1120⁰⁰ANNUAL RENT DUE* From 12/8/82 To 12/8/83 \$ 1249.98 **

* Note: No billings will be sent at this time for any period beyond July 1, 1983 when ESSB 4824 expires.

** If \$250.00 or more, leasehold tax must be calculated below unless Lessee is exempted by law.

(e) Rental proration:

If due date is after July 1, 1982, there is less than one full year, under the law, and the above annual rental must be prorated. Leasehold tax must be calculated if the annual rent is \$250.00 or more even though the prorated billing may be for less than \$250.00

(1) Calculate the daily rental:

Annual Rent Due \$ 1249.98
÷ 365 days(2) Multiply daily rental times # of days from 12/8/82 to 7/1/83: X 195 days
(due date)Rent Due up to July 1, 1983 \$ 667.80* Leasehold Tax @ 12.84% rate + \$ 85.75Total Amount Due \$ 753.55

* Leasehold Tax Rates:

1/1/76 to 4/1/82 = 12% 4/1/82 to 7/1/82 = 12.48% 7/1/82 to Date = 12.84%

NOTE: If payment has been received, a partial refund may be due.

	Amount Paid	Billing Amount	Balance
Rent	\$ _____	\$ _____	\$ _____
Leasehold Tax	\$ _____	\$ _____	\$ _____
		TOTAL (REFUND) (AMOUNT DUE)	\$ _____

THIS INFORMATION MUST BE INCLUDED IN THE BILLING LETTER WITH COPY TO FINANCIAL SERVICES DIVISION

Prepared by _____ Date _____

cc: Olympia Lease File

TO: Frank Hansen
FROM: Terry Roswall
SUBJECT: HA 2523

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT COLE, Commissioner

SPEED MEMO

DATE: 1-18-82

Frank, we have the option of granting an easement to Sea Brim, Inc. The letter from Cooper & Verhelst's attorney, dated 1-12-82, requests that we not grant the easement because Sea Brim, Inc. is a bad credit risk and it would diminish the ~~future~~ future marketability of their land. I would believe that the damages paid by Sea Brim, Inc. would cover the encumbrance and lower marketability. It may be that we do not want an easement but a sub-lease between Cooper & Sea Brim. Since all this may wind up in a law suit and judgement, we should keep top management aware of what is going on.

SIGNED

Terry Roswall

REPLY

It appears that an easement could be granted when all of the requirements in the lease are met, (exhibit, ^{R/W} application, waiver or damages). It is preferred that the two parties work out the easement between themselves. Frank & Terry's discussion of 1-18-82

DATE

SIGNED

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT COLE, Commissioner

**MEMORANDUM**

TO File (Name) (Location)
FROM Terry (Name) (Location)
SUBJECT HA 2523 DATE 3/19/81

I called Mr McComkey about his access and rights. He purchased the lands a year ago in order to construct floats and move them out by truck or boat. The area is ^{wide} enough for a 70 foot float. Cooper is in the process (permit) of building a marina. We can grant a lease to McComkey for his needs only with Coopers agreement

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCE.
BERT COLE, Commissioner

MEMORANDUM

TO File (Name) (Location)
FROM Frank Hansen (Name) (Location)
SUBJECT HA-2523 - Bremerton DATE 3-12-81

Paul M^c Comby (Ph-479-0605) says to
own a piece of property on Wash. Narrows. Tract 1
and would like to build a marina. Says he was
surprised that DNR has already leased the harbor
area and wants to know what rights he has.
Leroy Roswall is to work out the problem
1yr later

22-002523

122 144

1201

1254.40

123 481

✓

1254.40

2508.80

015	402	0140	25	06	224.00
041	✓	✓	✓	✓	224.00
043	✓	✓	✓	✓	672.00
705	750	9089			134.40
015	402	0140	25	06	224.00
041	✓	✓	✓	✓	224.00
043	✓	✓	✓	✓	672.00
705	750	9089			134.40
					<u>2508.80</u>

APPLIED

JAN 20 1981 1140

CURRENT DATE		
MO.	DA.	YEAR
12	30	1980

AIMS SETUP FORM

Department of
Natural Resources
BERT L. COLE — COMMISSIONER OF PUBLIC LANDS

PRIMARY

LINE	TYPE	CONTROL APPLICATION	FILE DATE		APP. NO STATUS	USER NUMBER	BOND NUMBER	AM FO	ERI	FY SEL
			START DATE	END DATE						
090	22	002523	12/01/79	12/01/79	<input type="checkbox"/> 1. NEW <input checked="" type="checkbox"/> 2. RELEASE <input type="checkbox"/> 3. REMOVE					
OLD			2/8/79	2/8/79						

LINE	COUNTY PARCEL NUMBER	ACCT. NO.	DATE LAST INFO	NAME FOR TP INQUIRY
091				COOPER/VIERHEIST

NAME AND ADDRESS

LINE	N/A	NAME AND ADDRESS	LINE	N/A	LENDER NAME AND ADDRESS
100	N		110	N	
101	N		111	N	
102	N		112	N	
103	A		113	A	
104	A		114	A	
105	A		115	A	
106	A		116	A	

LOCATION

LINE	SEC.	TWN.	RANGE				PRIN USE CODE	MAP #	LINE	LEGAL DESCRIPTION
			1	2	3	4				
200					0				300	
201					0				301	
202					0				302	
203					0				303	
204					0				304	
205					0				305	
206					0				306	
207					0				307	
208					0				308	
209					0				309	

USE

LINE	ITEM	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS	TOTAL VALUE
400	10		001	1.88	16920.00
401					
402					
403					
404					
405					
406					
407					
408					
409					

BILLING

LINE	ITEM	FIRST BILL DATE	MONTHS TO NEXT BILL	THIS LINE END DATE	BILLING THIS PERIOD	BI	TAX
500	10	12/08/1981	012	12/08/1982	1193.00	01	
501	10	12/08/1982	012	12/08/1989	1285.00	01	
502							
503							
504							
505							

DISTRIBUTION

AUDIT NOTES

LINE	ITEM	SUB SOURCE	TRUST	AREA	D	U	RES	CO.	PORT	LAND USE	LINE	ITEM	NOTE TYPE	NOTE DATE	MONTH'S
600											700	10	72	08/08/1983	048
601											701				
602											702				
603											703				
604											704				
605											705				
606											706				
607											707				
608											708				
609											709				

OK 1-9-81

IMPROVEMENTS

LINE	ITEM	OWN	DESCRIPTION	UNIT MEAS.	NUMBER OF UNITS	TOTAL VALUE
800						
801						
802						
803						
804						

INSPECTOR als DATE 12/30/80
RECOMMENDED _____ DATE _____
APPROVED _____ DATE _____



FROM THE DESK OF

Frank Cooper

RECEIVED

DEC 30 1980

COMMISSIONER OF PUBLIC LANDS

No. _____

Terry,

Please find enclosed our check in the amount of \$1,254.40 for payment of lease # HA 2523, as we discussed in our phone conversation recently. This payment should pay our lease thru Dec 8, 1981. I assume that with this payment our lease will be forthcoming shortly.

Thank you
Frank Cooper
Jack Verhelst

6% Annual Rental

Old rental was 862.92 for Lease No. HA 2141.

Due to SSB 2284 increase in rental is limited to 6%/yr. from last appraisal.

$$\begin{array}{rcl} \$ \frac{862.92}{\text{old rental}} & \times \frac{1.30}{\text{percent}} & (5 \text{ yrs}) = \frac{\$ 1121.80}{\text{SSB2284 Rent}} \end{array}$$

Rd' \$1120.00

Fair Market Annual Rental

New Valuation \$1285.92 *60 Rd'* $(\$9,000 \times 1.88 \text{ ac})$ \$16920.00

New Rental 1285.00 @ 7.6 %

Consecutive Annual Rental

SSB 2284 expires July 1, 1982; the anniversary date of Harbor Area Lease No. HA 2523 is Dec 8. Thus 204 days are affected by SSB 2284, and 161 days are affected by Fair Market Rental.

$$\frac{\text{SSB2284 Rent}}{365} = \$ \frac{3.07}{\text{day}} \times \underline{204} \text{ days} = \$ \underline{626.28}$$

+ (plus)

$$\frac{\text{Market Rent}}{365} = \$ \frac{3.52}{\text{day}} \times \underline{161} \text{ days} = \$ \underline{566.72}$$

$$\text{total} = \$ \underline{1193.00} \quad (\underline{12-8-81 \text{ to } 12-8-82}) \\ \text{For Year}$$

Date	Rent
<u>12-8-79</u> to <u>12-8-80</u>	= <u>1120.00</u>
<u>12-8-80</u> to <u>12-8-81</u>	= <u>1120.00</u>
<u>12-8-81</u> to <u>12-8-82</u>	= <u>1193.00</u>
<u>12-8-82</u> to <u>12-8-83</u>	= <u>1285.00</u>
_____ to _____	= _____

TWR/
HA 2523

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
 BRIAN J. BOYLE—COMMISSIONER OF PUBLIC LANDS
 Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$25.00 fee.

RECEIVED
 JUN 29 1987
 DEPARTMENT OF
 NATURAL RESOURCES

Lease Assignment

For and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND & NO/100

the hereinafter named assignor S hereby assign S set over and transfer , all of (his/her) (their) right, title, and interest in and to that portion of the lease or contract No. 22-002523 herein described: IN Kitsap County, Washington, to wit:

HL 2523 All harbor area lying in front of Tracts 1 and 11 and intervening Kenn Stroll, Supplemental Plat of Bay View Garden Tracts in Government Lot 7, Section 11, and Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., lying between two lines produced at right angles across the harbor area to the outer harbor line, one passing through the meander corner of said Sections 11 and 14, and the other through the point of intersection of the west line of said Tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington,

unto: JACK T. CHAMPION, A single person

JACK T. CHAMPION
1214 WARREN AVE. N.
SEATTLE, WA 98109
285-0421

whose address is: 1214 Warren Ave N

(P.O. Box - Route - Street)

Seattle, WA. 98109, and said assignee hereby binds and

(City)

(State)

(Zip Code)

obligates (himself/herself/it/them/selves) to perform all the conditions and covenants of said lease or contract.

This Lease Assignment dated June 21, 1987, is secondary and subordinate to that certain Loan Security Agreement in favor of Michael R. Mastro and Joan K. Mastro, Husband and Wife, dated June 10, 1983

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or assignor's surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved:

Date July 15, 1987

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES

By C. J. Pinnix

For: James A. Stearns

Dated this 21st day of June, A.D. 19 87

Darold R. J. Stenson Pres Port Wash Prop
 Port Washington Properties, Inc. Assignor
 Darold R. J. Stenson President

Jack T. Champion Assignor
Jack T. Champion Assignee

Assignee

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of _____ } ss.

On this day personally appeared before me _____

_____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

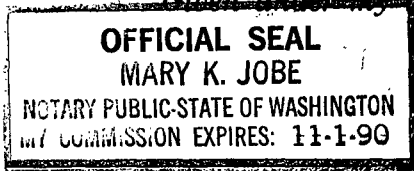
CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of King } ss.

On this 21st day of June, 19 87, before me personally appeared
Darold R.J. Stenson

to me known to be the _____ President of Port Washington Properties, Inc.
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand this 21st day of June, 19 87



Mary K Jobe
Signature

Title Notary Public King County

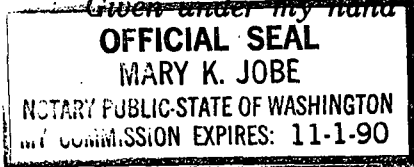
CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of King } ss.

On this 21st day of June, 19 87, before me personally appeared
Jack T. Champion

to me known to be the _____ individual
~~of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of his corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation. h.i.s.~~

Given under my hand this 21st day of June, 19 87



Mary K Jobe
Signature

Title Notary Public King County

CERTIFICATE OF
DEPARTMENTAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

C.F. Penney On this 15th day of July, 1987, before me personally appeared ~~James A. Stearns~~, to me known to be the Supervisor of the Department of Natural Resources that executed the within and foregoing instrument, No. 22-002523, and acknowledged said instrument to be the free and voluntary act and deed of the department for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ann M. Reiter
Notary Public in and for the state of
Washington

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE—COMMISSIONER OF PUBLIC LANDS

Olympia, Washington 98504

NOTE CAREFULLY

RECEIVED
JUN 15 1987
DEPARTMENT OF
NATURAL RESOURCES

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$25.00 fee.

Lease Assignment

For and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND & NO/100

the hereinafter named assignor _____ hereby assign S set _____ over and transfer _____, all of (his/her) (their) right, title, and interest in and to that portion of the lease or contract No. 22-002523 herein

described: IN Kitsap County, Washington, to wit: _____

HL 2523 All harbor area lying in front of Tracts 1 and 11 and intervening Kenn Stroll, Supplemental Plat of Bay View Garden Tracts in Government Lot 7, Section 11, and Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., lying between two lines produced at right angles across the harbor area to the outer harbor line, one passing through the meander corner of said Sections 11 and 14, and the other through the point of intersection of the west line of said Tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington, _____

unto: JACK T. CHAMPION, A single person

JACK T. CHAMPION
1214 WARREN AVE. N.
SEATTLE, WA 98109
285-0421

whose address is: 1214 Warren Ave N

(P.O. Box - Route - Street)

Seattle,

WA.

98109

(City)

(State)

(Zip Code)

, and said assignee _____ hereby binds and

obligates (himself/herself/themself) to perform all the conditions and covenants of said lease or contract.

This Lease Assignment dated June 21, 1987, is secondary and subordinate to that certain Loan Security Agreement in favor of Michael R. Mastro and Joan K. Mastro, Husband and Wife, dated June 10, 1983

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or assignor's surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved:

Date JULY 15, 1987

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By James A. Stearns

FOR: James A. Stearns

Dated this 21ST day of June, A.D. 19 87

Darold R. J. Stenson President
Port Washington Properties, Inc. Assignor

Jack T. Champion Assignee

Assignee

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of _____ } ss.

On this day personally appeared before me _____

_____ to me known to be the individual(s) described in and who executed the
within and foregoing instrument, and acknowledged that _____
signed the same as _____ free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

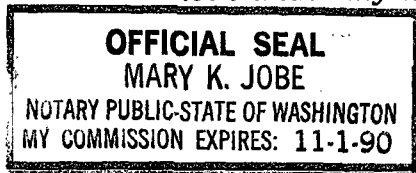
CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of King } ss.

On this 21ST day of June, 19 87, before me personally appeared
Darold R.J. Stenson

to me known to be the President of Port Washington Properties, Inc
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) (they were) authorized to execute said instrument and that the seal
affixed is the corporate seal of the corporation.

Given under my hand this 21ST day of June, 19 87



Mary K Jobe
Signature

Title Notary Public King County

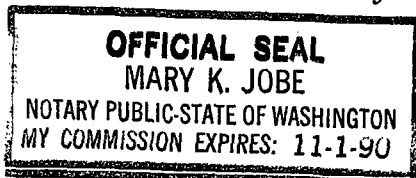
CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of King } ss.

On this 21ST day of June, 19 87, before me personally appeared
Jack T. Champion

to me known to be the _____ individual
~~of the corporation~~ that executed the within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of ~~his corporation~~, for the uses and purposes therein mentioned,
and on oath stated that (he/she was) ~~(they were)~~ authorized to execute said instrument and that the seal
affixed is the ~~corporate~~ seal of ~~the corporation~~. h.s.

Given under my hand this 21ST day of June, 19 87



Mary K Jobe
Signature

Title Notary Public King County

CERTIFICATE OF
DEPARTMENTAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

Clear F. Boring

On this 15th day of July, 1987, before me personally appeared James A. Stearns, to me known to be the Supervisor of the Department of Natural Resources that executed the within and foregoing instrument, No. 22-002523, and acknowledged said instrument to be the free and voluntary act and deed of the department for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ann M. Ruter
Notary Public in and for the state of
Washington

HL 22 002523

RIDER

To be attached to and form a part of Bond No. 5055386 dated the
13th day of June, 19 83 issued by _____
HARTFORD ACCIDENT & INDEMNITY COMPANY to _____
PORT WASHINGTON PROPERTIES, INC. Principal
in favor of STATE OF WASHINGTON Oblige.

It is understood and agreed, that the name of the principal is changed

FROM: PORT WASHINGTON PROPERTIES, INC.

TO: JACK T. CHAMPION

The attached Bond shall be subject to all its agreements, limitations
and conditions except as modified herein.

This rider shall become effective the 24th day of June, 19 87.

SIGNED, SEALED AND DATED this 24th day of June, 19 87.

JACK T. CHAMPION

Principal

By: Jack T. Champion

HARTFORD ACCIDENT & INDEMNITY COMPANY

Surety

By: Robert M. Carlton

Robert M. Carlton Attorney-in-fact

AX
7/8/87

Hartford, Connecticut

POWER OF ATTORNEY

WILLIAM C. NELSON, ROBERT M. CARLTON, STEVE JAMES, BUFF NELSON, JOSEPH B. BUCHANAN,
TERESE L. McCONNELL, D. T. NEEL and MARK M. WILSON
of SEATTLE, WASHINGTON

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

(1) By-Laws adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

(2) Excerpt from the Minutes of a meeting of the Board of Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY duly called and held on the 11th day of June, 1976:

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 6th day of August, 1976.

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

Attest:

Mary Schaff

Mary Scharf, Secretary

STATE OF CONNECTICUT,)

COUNTY OF HARTFORD.

On this 1st day of April, A.D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT,)

COUNTY OF HARTFORD.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.


Signed and sealed at the City of Hartford. Dated the 24th day of

June 19 87

David A. Johnson
David A. Johnson
Assistant Secretary

DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON 98504ROUTING SLIP
(TO EXECUTIVE MANAGEMENT)

ROUTE TO:

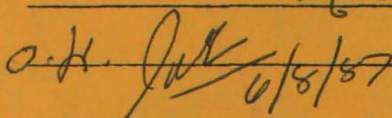

Art Stearns

DATE:

6/5/87

REQUESTED BY:

Aquatic Lands



ACTION REQUESTED:

Approval _____ Signature X (6) For Your Information _____Comments NA lease loan security agreement

Date Needed

6/12/87

RETURN TO:

Frances - Ag. Lands

SUMMARY AND BACKGROUND INFORMATION:

*4,000 bond reinstated, rental & leasehold Tax
arrearage paid.

2

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands

Date May 28, 1987

STATE OF WASHINGTON LOAN SECURITY AGREEMENT

State lease(~~s~~) pledged for loan security is (~~s~~) covered by Application Number(s)

22-002523

is (~~s~~) held by Port Washington Properties, Inc.

For use as a Marina. Security on loan dated May 28, 1987 which is secondary and subordinate to that certain Loan Security Agreement in favor of Michael R. Mastro and Joan K. Mastro, husband and wife, dated June 10, 1983.

Legal description of premises See Attachment

Section _____ Township _____ N., Range _____, W.M.

Mortgage Loan No. _____, Term of Loan One Year, Amount of Loan \$150,000.00

A. The Mortgagee and Mortgagor agree to the following conditions pertaining to the covenants of the State lease(~~s~~):

1. Billing statement, notice of default, if any, and all other notice will be mailed to mortgagor.
2. Copies of billing statement, copies of notice of default, if any, and all other notice will be mailed to Mortgagee.
3. Copies of all statements, notice of default, if any, and correspondence will be sent to the appropriate Department of Natural Resources field office responsible for the lease(~~s~~) covered by this agreement.
4. If control of the mortgage covered by this agreement for loan security shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the mortgage by the Mortgagee, such change shall require written notice to the Department of Natural Resources.

The Mortgagee and Mortgagor further agree that the State shall be notified of any default, potential default, or any action which may have adverse effect on the loan agreement.

B. The records on file in the office of the Department of Natural Resources have been noted for the loan security; and further, the State of Washington, Department of Natural Resources, agrees to:

1. Notify the Mortgagee, in addition to the Mortgagor, of any failure of the lessee to meet the terms and conditions of the lease(~~s~~). On receipt of such notice the mortgagee may:
 - a. Correct the terms and conditions of the lease(~~s~~) within thirty (30) days of notice.
 - b. Take no action which may result in the foreclosure of the lease(~~s~~).
2. Notify the Mortgagee of any request by the Mortgagor for transfer assignment or encumbrance of the above-described tract during the period of this agreement.
3. Recognize the loan security assignment, Exhibit A, attached, and by this reference

made a part hereto, and transfer of the lease(s) to the Mortgagee by the filing, by the Mortgagee, of either of the following:

- a. Voluntary surrender of all rights to the lease(s) in favor of the Mortgagee; or
- b. Court Order ordering the transfer of the lease(s) to the Mortgagee.

C. It is agreed by all parties:

1. Should the Lease(s) be transferred under the conditions set forth in Section B.3, (a) and (b) to the Mortgagee, the Mortgagee shall become obligated to all the provisions of the lease(s) and the obligations and performances required therein, including security and deposits.
2. Should the State's lessee (Mortgagor) default on the lease(s) the State reserves the first right for claim against any performance bonds, either cash or through a bonding company to collect whatever amount is due the State whether the lease(s) is forfeited or taken over by the Mortgagee. However, the Mortgagee may pay those amounts due to the State preventing a claim being filed against the performance bonds.
3. Execution of this agreement by the State does not waive any rights to insist upon strict performance of the terms of the lease(s) or any other right the State may have.

Mortgagee

Jack T. Champion
Jack T. Champion

Address

1214 Warren Ave N.

Seattle, WA. 98109

Mortgagor

Darold R.J. Stenson - Pres.
Port Washington Properties, Inc by
Address Darold R.J. Stenson

219 1st Ave N *310
Seattle, WA. 98109

, A.D., 19____.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE
Commissioner of Public Lands

James A. Stearns
by JAMES A. STEARNS
Supervisor

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

CERTIFICATE OF
DEPARTMENTAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF THURSTON) ss

LOAN SECURITY AGREEMENT

On this 9th day of June, 1987, before me personally appeared James A. Stearns, to me known to be the Supervisor of the Department of Natural Resources that executed the within and foregoing instrument, No. 220992523, and acknowledged said instrument to be the free and voluntary act and deed of the department for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Shari Lonker
Notary Public in and for the state of
Washington

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE—COMMISSIONER OF PUBLIC LANDS
Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$25.00 fee.

Lease Assignment – Loan Security

For and in consideration of the sum of One Hundred Fifty Thousand & No/100
the hereinafter named assignor— hereby assign S set— over and transfer S, all of (his/her) (their)
right, title, and interest in and to that portion of the lease or contract No. 22-002523 herein
described: _____

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2573.

unto: Jack T. Champion

whose address is: 1214 Warren Ave N.
(P.O. Box - Route - Street)

Seattle, WA. 98109, and said assignee— hereby binds and
(City) (State) (Zip Code)
obligates (himself/herself) (themselves) to perform all the conditions and covenants of said lease or
contract.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or assignor's surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved: for Loan Security as set forth in Agreement dated May 28, 1987

Date _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By James R. Clam

Dated this 28th day
of May, A.D. 19 87

Darold R. J. Stenson
Darold R. J. Stenson
President

Assignor
 Jack T. Champion
 Assignee

Assignee

EXHIBIT "A"

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of _____ } ss.

On this day personally appeared before me _____

_____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

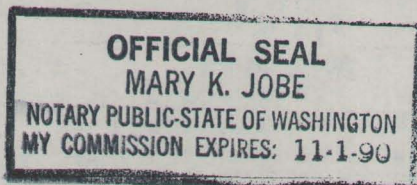
CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of _____ } ss.

On this 28 day of May, 19 87, before me personally appeared
Darold R.J. Stenson

to me known to be the President of Port Washington Properties, Inc of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand this 28th day of May, 19 87



Mary K. Jobe
Signature
NOTARY Public King County
Title President

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of _____ } ss.

On this _____ day of _____, 19 _____, before me personally appeared

to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she was) (they were) authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand this _____ day of _____, 19 _____

Signature

Title

CERTIFICATE OF
DEPARTMENTAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

LEASE ASSIGNMENT

On this 9th day of June, 1987, before me personally appeared James A. Stearns, to me known to be the Supervisor of the Department of Natural Resources that executed the within and foregoing instrument, No. 22-002523, and acknowledged said instrument to be the free and voluntary act and deed of the department for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Shari Gordon
Notary Public in and for the state of
Washington

N/Date	Owner	SLIP	Receivable Mastro	Aid/Mastro & Bank
c 84/07/02	Heath, Larry	6	\$0	\$23,000
c 85/03/11	Kuyper, Elsie	8	\$0	\$23,000
c 85/03/11	Kuyper, Elsie	9	\$23,000	
83/12/30	Sumner, Harry	10	\$0	
c 84/12/28	Downs, Larry	13	\$24,000	
c 84/12/28	Faidley, Leon	15	\$0	\$23,000
c 86/01/03	Banning, Don	16	\$0	\$23,000
c 85/03/11	Saindon, Bob	17	\$23,000	
83/12/30	Sumner, Harry	18	\$0	
c 85/06/15	Edwards, Harold L	19	\$23,000	
c 84/12/28	Heneghan, Jim	26	\$23,500	
c 85/12/28	Yakesh, Don	27	\$23,000	
c 85/08/12	Raymer, Judith A	28	\$23,000	
c 86/01/03	Banning Don	29	\$0	\$23,000
c 85/03/01	Martin, Jim	30	\$23,000	
c 84/12/28	Wisen, Byron A	31	\$23,500	
c 84/12/28	Faidley, Leon	32	\$0	\$23,000
c 83/12/30	Mastro	33	\$0	\$31,050
c 84/12/28	Dane, William R & Mar	34	\$0	
c 85/02/01	Taylor, Brandon	35	\$23,000	
c 85/10/10	Knight, Richard A & S	37	\$23,000	
c 84/12/22	Taylor, Brandon A	38	\$22,500	
c 84/12/28	Greseth, Randall H	40	\$24,000	
c 85/02/01	Larson, David	41	\$23,000	
c 85/02/01	Larson, David	42	\$23,000	
c 84/12/28	Larson, David	43	\$23,000	
c 85/01/01	Champion, Bob	44	\$23,000	
c 84/12/28	Koblitz, Gordon F	46	\$0	\$31,050
c 84/12/28	Peterson, Larry D	49	\$23,000	
c 85/12/28	Crawford,	51	\$23,000	
c 84/12/28	Engman, R Gary	52	\$23,000	
c 85/05/53	Spanton, Arland	53	\$23,000	
c 84/12/28	Kenyon, Gary T	60	\$31,050	
c 84/12/29	Mastro, Mike	61	\$0	\$27,000
c 85/06/29	Cornell, Andrew B	62	\$23,000	
c 85/12/28	Cutler, Robert	63	\$23,000	
c 84/12/22	Champion, Bob	72	\$0	\$22,270
c 84/12/28?	Dane, William	74	\$0	
c 84/12/28?	Dane, William	75	\$0	
c 84/12/20	Kuyper, Elsie	77	\$0	\$22,500
c	-4 Phase Two	9F	\$0	
Recivables to Mastro			\$562,550	
Paid Mastro				\$271,870
Paid Bank				\$960,750
Total				\$1,795,170



JULY 29, 1981



JULY 29, 1981



THE HARTFORD

Pacific Northwest Regional Office
1820 Eastlake Avenue East
P. O. Box 1875
Seattle, Washington 98111
Telephone: (206) 325-8600

State of Washington
Department of Natural Resources
Commissioner of Public Lands
Public Lands Building
Olympia, WA 98504

Bond No. 5055386

WHEREAS, on or about the 8th day of December A.D., 1979,

the Hartford Accident and Indemnity Company, as Surety, executed its _____

Harbor Area Lease bond in the penalty of FOUR THOUSAND

AND NO/100s----- (\$-4,000.00---), on behalf of _____

PORT WASHINGTON PROPERTIES, INC. as Principal, in favor of _____

State of Washington, as Obligee, and

WHEREAS, on April 2, 1987, we sent you Notice of Cancellation of the captioned bond to be effective May 2, 1987 days following receipt of such notice. Information has now come to us that the bond is still needed. Will you please, therefore, disregard our Notice of Cancellation and reinstate this bond as of its original effective date of December 8, 1986, and consider it continued in full force and effect without interruption.

Please acknowledge receipt of this reinstatement by signing and returning the duplicate of this letter.

Signed and sealed this 23rd day of April A.D., 1987.

~~Witness:~~ Witness:

Laura K. Mills
Laura K. Mills

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: Robert M. Carlton
Robert M. Carlton, Attorney-in-Fact

Receipt of reinstatement acknowledged this 5th day of June, 1987.

By: Robert S. Harper
Leasing Administrator

Hartford Fire Insurance Company and Its Affiliates
Hartford Plaza, Hartford, Connecticut 06115

Notice of Cancellation



THE HARTFORD

44. 523
The Hartford
Hartford Plaza
Hartford, Connecticut 06115

*Cancellation due to non-payment of premium.

April 2, 19 87

State of Washington
Dept. of Natural Resources
Commissioner of Public Lands
Public Lands Building
Olympia, WA 98504

Bond No. 505-5386

WHEREAS, on or about the 8th day of December A. D. 1979, the
Hartford Accident and Indemnity Company, as Surety, executed its Harbor Area Lease
bond in the penalty of Four Thousand and No/100ths-----Dollars (\$ 4,000.00---), on behalf of
PORT WASHINGTON PROPERTIES, INC. of Seattle, WA

as Principal, in favor of State of Washington, as Oblige, and

WHEREAS, said bond, by its terms, provides that the said Surety shall have the right to terminate its suretyship
thereunder by serving notice of its election so to do upon the said Oblige, and

WHEREAS, said Surety desires to take advantage of the terms of said bond and does hereby elect to terminate its
liability in accordance with the provisions thereof.

NOW, THEREFORE, be it known that the Hartford Accident and Indemnity Company
shall, at the expiration of Thirty (30) days after receipt of this notice, consider itself released from all
liability by reason of any default committed thereafter by the said Principal.

Signed and sealed this 2nd day of April A. D. 19 87.

Attest: Witness:

Chris Lindseth

Hartford Accident and Indemnity Company

By *Robert M. Carlton*
Robert M. Carlton, Attorney-in-Fact

Return To:

ACKNOWLEDGMENT

Hartford Accident & Indemnity Company
c/o Corroon & Black, Inc.
P.O. Box C34201
Seattle, WA 98124
Attn: Chris Lindseth

Bond No. 505-5386

Your Notice of Cancellation as set forth above received. We have arranged to cancel said bond effective

day of A. D. 19

Date 19

By

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

525204

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

WILLIAM C. NELSON, ROBERT M. CARLTON, STEVE JAMES, BUFF NELSON, JOSEPH B. BUCHANAN,
TERESE L. McCONNELL, D. T. NEEL and MARK M. WILSON
of SEATTLE, WASHINGTON

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted by and under authority of the following provisions:

(1) By-Laws adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

(2) Excerpt from the Minutes of a meeting of the Board of Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY duly called and held on the 11th day of June, 1976:

RESOLVED: Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have as long as he holds such office the same power as any Vice-President under Sections 6, 7 and 8 of Article IV of the By-Laws of the Company.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 6th day of August, 1976.

RESOLVED: That, whereas Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, acting with any Secretary or Assistant Secretary, each have the power and authority, as long as he holds such office, to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact:

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of April, 1983.

Attest:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Mary Scharf

Mary Scharf, Secretary



Robert N. H. Sener

Robert N. H. Sener
Assistant Vice-President

STATE OF CONNECTICUT,)
COUNTY OF HARTFORD,) ss.

On this 1st day of April, A.D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut, that he is the Assistant Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT,)
COUNTY OF HARTFORD,) ss.



CERTIFICATE

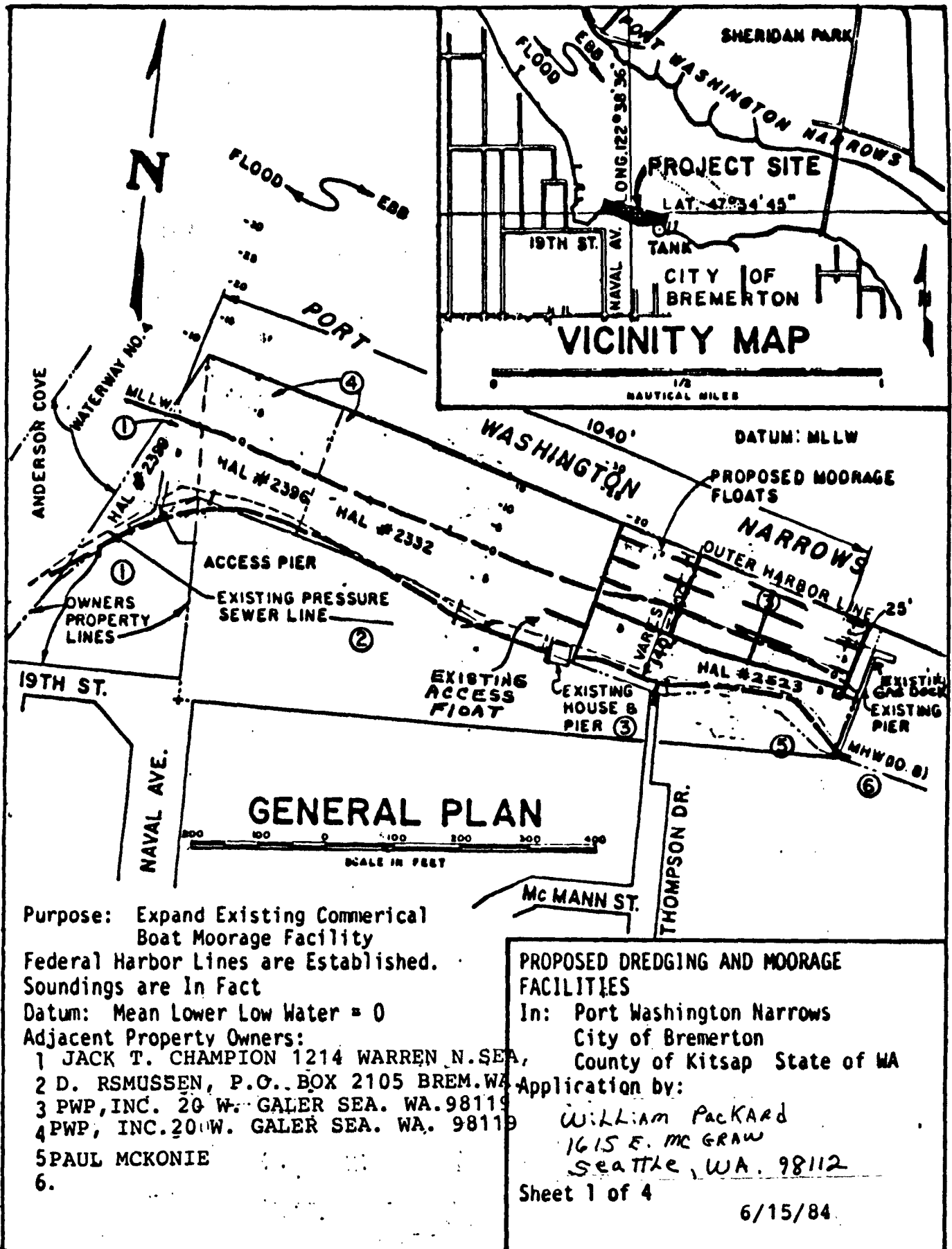
I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

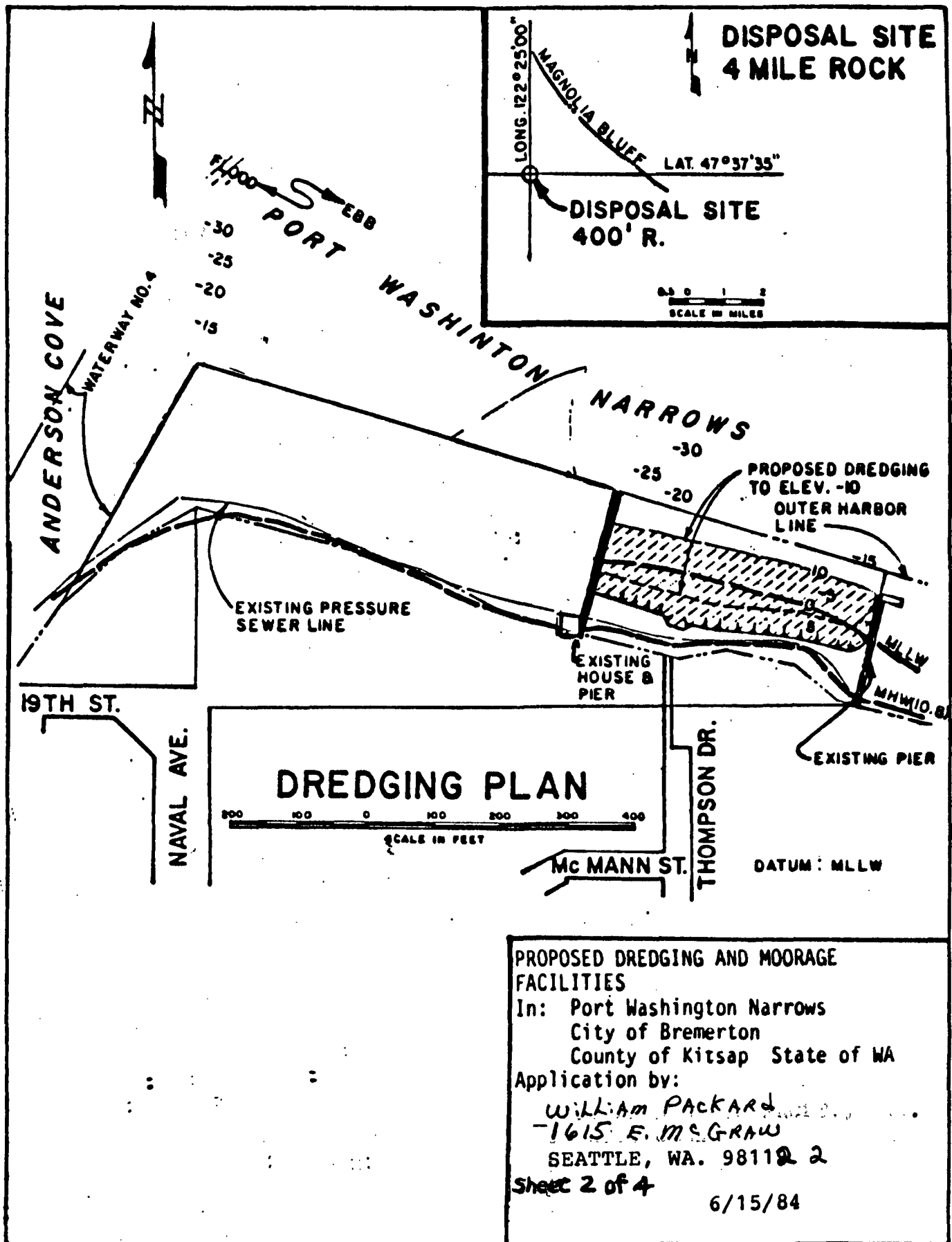
Signed and sealed at the City of Hartford. Dated the 2nd day of April 19 87

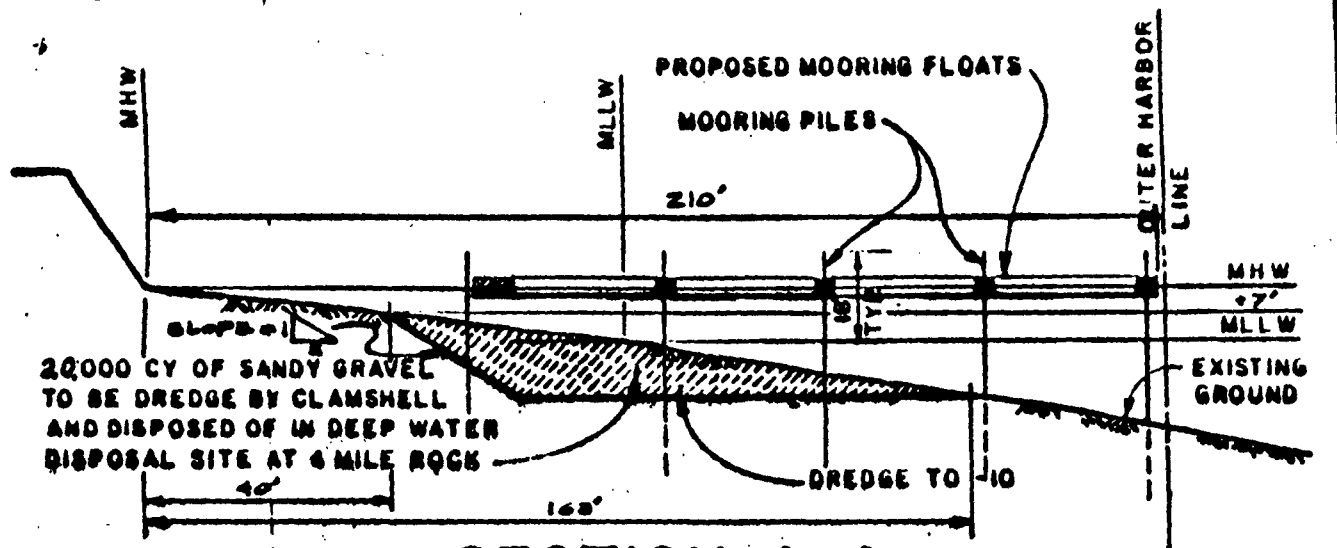
Gloria Mazotas

Gloria Mazotas, Notary Public
My Commission Expires March 31, 1988

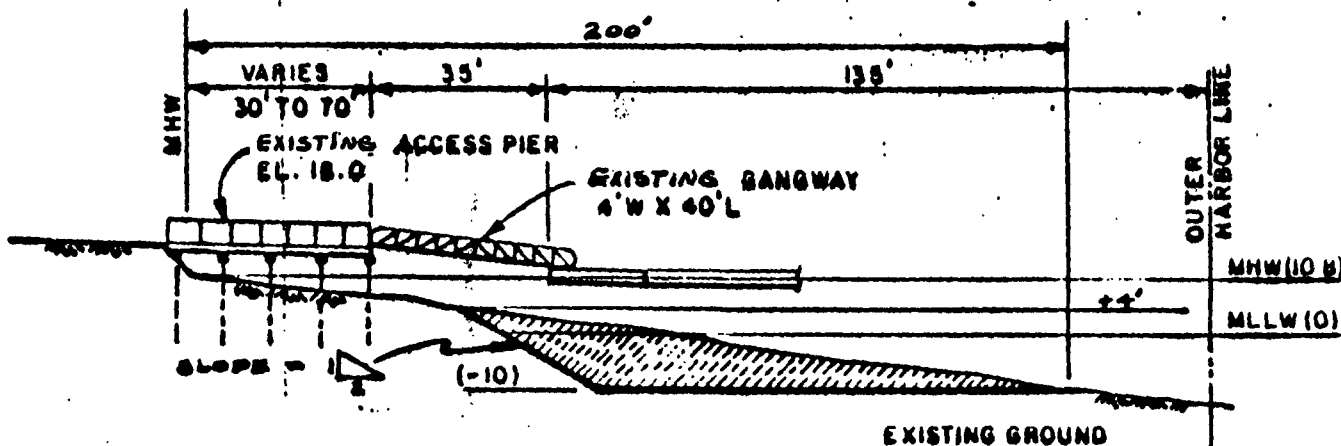
David A. Johnson
David A. Johnson
Assistant Secretary







40 20 0 20 40 60 80 100
SCALE IN FEET



40 20 0 20 40 60 80 100
SCALE IN FEET

PROPOSED DREDGING AND MOORAGE FACILITIES

In: Port Washington Harrows
City of Bremerton
County of Kitsap State of WA

Application by:

WILLIAM PACKARD
- 1615 E. MCGRAW
SEATTLE, WA. 98119 2
4. of 4--

6/15/84



STATE OF WASHINGTON
BUSINESS LICENSE CENTER, DEPARTMENT OF LICENSING
Renewal Agent for SECRETARY OF STATE, Richard Munro

522-W
710-RA3
03-31-85

01P-400-731-0003

CORPORATE LICENSE RENEWAL/ANNUAL REPORT

* * DELINQUENCY NOTICE * *

Name of Registered Agent

MARK L CLEVEN

Corporate Name and Registered Office Address

PORT WASHINGTON PROPERTIES,
INC.
C/O MARK L CLEVEN
20 W GALE
SEATTLE

WA 98119

MASTER LICENSE NUMBER: PC-PT-WP-#1-97KJ

Expiration Date : 05-31-85
Corporation Account # : 23096643
Type/State Inc. :
Authorized Capital : \$50,000

COMPLETE IF REGISTERED AGENT OR ADDRESS HAS CHANGED - actions authorized by resolution of the Board of Directors become

effective as of 6/1/85 New registered office address 219 1st Ave N. Sea Wa 98109

New registered agent's name Harold B. Stenson CONSENT TO APPOINTMENT Mark Cleven

— LICENSE RENEWAL

AMOUNT DUE

DOMESTIC PROFIT CORPORATION

\$45.00

DELINQUENCY FEES -UP TO \$100,000 AUTHORIZED CAPITAL = \$5.00/MONTH
-OVER \$100,000 AUTHORIZED CAPITAL = 15% /MONTH OF
THE ANNUAL LICENSE FEE.

\$5.00

ANNUAL REPORT PENALTY FEE = \$5.00/MONTH

\$5.00

FAILURE TO PAY TOTAL FEES DUE AND SUBMIT COMPLETED
ANNUAL REPORT WITHIN 60 DAYS OF THIS NOTICE WILL
RESULT IN THE DISSOLUTION OF YOUR CORPORATION.

TOTAL

\$55.00

DUE DATE

06-14-85

— ANNUAL REPORT (All corporations complete this section)

(Make check payable to the STATE TREASURER)

Address of principal place of business in WA 219 1st Ave N. #310, Sea Wa 98109

Telephone number of corporation (206) 282 2400

Briefly state nature of business in WA R.E. Development & Marketing

List NAME and respective ADDRESS of corporate officers and directors - Complete each line or write NA if nonapplicable

	NAME	ADDRESS	CITY	STATE	ZIP
PRESIDENT	<u>JAROD R. J. Stenson</u>	<u>1214 Warren N</u>	<u>Sea Wa</u>	<u>98109</u>	
VICE-PRES.					
SECRETARY					
TREASURER					
DIRECTORS					
(Attach list of additional directors)					

FOREIGN CORPORATIONS ONLY: Enter address of principal office and state or country of incorporation.

SIGNATURE OF OFFICER (Pres., V. Pres., Sec. or Treas.) Harold B. Stenson

TITLE

DATE 6/13/85

Please return to: DEPARTMENT OF LICENSING
BUSINESS LICENSE CENTER
OLYMPIA, WASHINGTON 98504

Toll Free Number: 1-800-562-8203

County of

KING

) ss

State of Washington

I, (We)

PORT WASHINGTON PROPERTIES, INC. A WASH.

CORP.

being first duly sworn on oath depose and say that I

(we are) the lessee of record of the following described property:

STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, HARBOR AREA
as described in Lease numbers 2332, 2396, 2399 and 2523

That I (we) waive in favor of the applicant for easement, rights to enter upon the leasehold
for the purpose of construction and maintenance of sewer mains.

Signed

M. A. Quinn, PRES.

Subscribed and sworn to before me this

26

day of

October

19 83.

Shirley Van Hoover

Notary Public in and for the State of

Washington, residing at Bremerton

*This applies to loan security assignments for leases
held by Washington, Inc.*

HA 2523
HA 2332
HA 2399
HA 2396

ADDENDUM

TO

STATE OF WASHINGTON LOAN SECURITY AGREEMENT

This Addendum is made to that certain State of Washington Loan Security Agreement dated June 10, 1983, between PORT WASHINGTON PROPERTIES, INC. ("Mortgagor") and MICHAEL R. and JOAN K. MASTRO ("Mortgagee") and consented to by the STATE OF WASHINGTON DEPARTMENT OF NATIONAL RESOURCES ("State").

To secure repayment and performance of a Promissory Note (the proceeds of which are financing the construction of a boat marina) and Construction Loan Agreement, both dated as of June 10, 1983, executed by Mortgagor in favor of Mortgagee, Mortgagor has also executed in favor of the Mortgagee: said Loan Security Agreement; Lease Assignment--Loan Security; and Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement--also all dated as of June 10, 1983.

It is agreed by the parties that:

1. The Lease(s) shall not be terminated or cancelled on account of any default until the State shall have given Mortgagee written notice of such default as provided in Section B.1.a. of said Loan Security Agreement. Mortgagee shall have the right, at any time within thirty (30) days from the giving of such notice, to pay any money or to do any act or things which may be necessary to cure or rectify such default, and if such default or defaults are cured or rectified as aforesaid within thirty (30) days after the giving of said written notice, the Lease(s) shall continue in full force and effect. In the event the default is one which is not susceptible of cure with due diligence within said thirty (30) day period by Mortgagee, whether because of the nature of the default or because of Mortgagee's not being in possession or for any other reason, and if Mortgagee shall have commenced to cure such default prior to the expiration of said thirty (30) day period or shall have initiated proceedings to foreclose or otherwise realize upon its Security Interest or to take possession of Mortgagor's leasehold within said thirty (30) day period, the State agrees that Mortgagee shall have such additional time, including such time as may be required to complete such foreclosure or other proceedings, as may be reasonably necessary to effect such cure, and that if such default is cured and rectified within said additional period of time, the Lease(s) shall continue in full force and effect. The time available to Mortgagee to initiate proceedings to foreclose as aforesaid shall be extended by the number of days of delay occasioned by judicial restriction against such initiation or occasioned by other circumstances beyond Mortgagee's control. Anything herein to the contrary notwithstanding, Mortgagee shall not be allowed in excess

of thirty (30) days to cure any default of Mortgagor in the payment of Rent or in the making of any other payment required of Mortgagor under the Lease(s) after written notice of such default shall have been given to Mortgagee by the State.

2. Mortgagor shall not have the right to exercise any option which it may have acquired under any provision of the Lease(s) to cancel or terminate the Lease(s), nor shall the State and Mortgagor enter into any agreement materially amending, materially modifying, cancelling or terminating the Lease(s) unless such agreement or exercise of option shall have been consented to in writing by Mortgagee and any such attempted exercise of option or attempted agreement not so consented to shall be ineffective, null and void.

3. Mortgagor and the State hereby certify: that the copies of the Lease(s) (attached hereto and made a part hereof to the same extent as if the originals thereof were attached hereto) are true, accurate and complete copies of the Lease(s) and any and all amendments and modifications thereof; and that said Lease(s) are now in full force and effect as to the real property described therein.

4. Pursuant to a Collateral Subordination Agreement and a Debt Subordination Agreement, both dated as of June 10, 1983, and executed by Michael R. and Joan K. Mastro ("MASTRO") and University Federal Savings Bank ("UFSB") and others, all right, title and interest of MASTRO is subject and subordinate to the right, title and interest of UFSB under a similar security document recorded under _____ County Recording No. _____.

MORTGAGEE:

MORTGAGOR:

PORT WASHINGTON PROPERTIES, INC.

Michael R. Mastro

BY:

By: _____

Joan K. Mastro

Address: _____

Address: _____
510 Rainier Avenue South
Seattle, Washington 98144

CONSENT GIVEN this _____ day of _____, 19____.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE
Commissioner of Public Lands

By: _____

Title: _____

OK
WWS
VICTORIA W. SHELTON
AAG
July 13, 1983

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE—COMMISSIONER OF PUBLIC LANDS

Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$5.00 fee.

Lease Assignment - LOAN SECURITY

For and in consideration of the sum of One Million Six Hundred Thousand and No/100
the hereinafter named assignor..... hereby assign^s..... set^s..... over and transfer^s....., all of his or their right,
title, and interest in and to that portion of the lease or contract No. 2523..... herein described:
All harbor area lying in front of Tracts 1 and 11 and intervening Renn
Stroll, Supplemental Plat of Bay View Garden Tracts, more fully described
in the attachment hereto, by reference made a part hereof

unto: UNIVERSITY FEDERAL SAVINGS AND LOAN ASSOCIATION

whose address is: 6400 Roosevelt Way, N.E.

(P. O. Box - Route - Street)

Seattle,

Washington

98115

(City)

(State)

(Zip Code)

Seattle, Washington 98115, and said assignee..... hereby binds and
(City) (State) (Zip Code)
obligates himself (or themselves) to perform all the conditions and covenants of said lease or contract.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or his surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved: for Loan Security
as set forth in Agreement dated 6/10/83
Date June 13, 1983

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

Dated this 10th day
of June, A.D. 19 83

PORT WASHINGTON PROPERTIES, INC.

By Mark L. Cleven
Mark L. Cleven, President Assignor

By Darold R.J. Stenson
Darold R.J. Stenson, Vice- Assignor
President

UNIVERSITY FEDERAL SAVINGS & LOAN ASSN.

Assignee

By L. David L. Walz Assignee

EXHIBIT "A"

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of _____ } ss.

On this day personally appeared before me _____

_____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of KING } ss.

On this 26th day of May, 19 ⁸³, before me personally appeared
Mark L. Cleven and Darold R.J. Stenson

President and Vice-President

to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that ~~he~~ ^{they were} authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand this 26th day of May, 19 ⁸³

Wayne E. Johnson
Signature

Notary Public / KING County
Title

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of KING } ss.

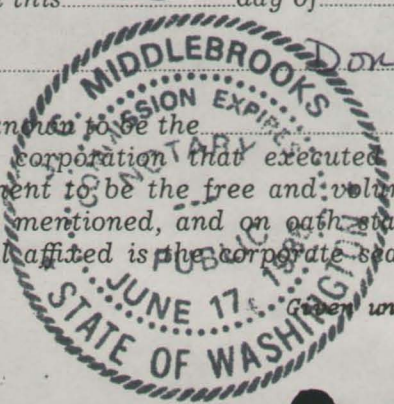
On this 13th day of June, 19 ⁸³, before me personally appeared

Donald L. Wahlquist
Senior VP
to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand this 13th day of June, 19 ⁸³

[Signature]
Signature

Notary Public / Seattle
Title



PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

ENDORSEMENT

UNIVERSITY FEDERAL SAVINGS BANK IS THE SUCCESSOR
IN INTEREST TO AND FORMERLY KNOWN AS UNIVERSITY
FEDERAL SAVINGS AND LOAN ASSOCIATION, AND IN ALL
RESPECTS AND REFERENCES SHALL BE DEEMED ONE AND
THE SAME ENTITY.

121
V.S.C.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands

Date JUNE 10, 1983

STATE OF WASHINGTON LOAN SECURITY AGREEMENT

State Lease(s) pledged for loan security is (are) covered by Application Number(s)

HA 2523

is (are) held by _____

UNIVERSITY FEDERAL SAVINGS AND LOAN ASSOCIATION

For use as Security on loan dated JUNE 19, 1983

Legal description of premises Harbor area lying in front of Tracts 1 & 11, & Bay View Garden Tracts, more fully described in the attachment hereto
Section 11 & 14 Township 24 N., Range 1 East, W.M.

Mortgage Loan No. _____, Term of Loan 12 mos., Amount of Loan \$1,600,000.00

A. The Mortgagee and Mortgagor agree to the following conditions pertaining to the covenants of the State lease(s):

1. Billing statement, notice of default, if any, and all other notice will be mailed to Mortgagor.
2. Copies of billing statement, copies of notice of default, if any, and all other notice will be mailed to Mortgagee.
3. Copies of all statements, notice of default, if any, and correspondence will be sent to the appropriate Department of Natural Resources field office responsible for the lease(s) covered by this agreement.
4. If control of the mortgage covered by this agreement for loan security shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the mortgage by the Mortgagee, such change shall require written notice to the Department of Natural Resources.

The Mortgagee and Mortgagor further agree that the State shall be notified of any default, potential default, or any action which may have an adverse effect on the loan agreement.

B. The records on file in the office of the Department of Natural Resources have been noted for the loan security; and further, the State of Washington, Department of Natural Resources, agrees to:

1. Notify the Mortgagee, in addition to the Mortgagor, of any failure of the lessee to meet the terms and conditions of the lease(s). On receipt of such notice the Mortgagee may:
 - a. Correct the terms and conditions of the lease(s) within thirty (30) days of notice.
 - b. Take no action which may result in forfeiture of the lease(s).
2. Notify the Mortgagee of any request by the Mortgagor for transfer assignment, or encumbrance of the above-described tract during the period of this agreement.
3. Recognize the loan security assignment, Exhibit A, attached, and by this reference made a part hereto, and transfer of the lease(s) to the Mortgagee by the filing, by the Mortgagee, of either of the following:

- a. Voluntary surrender of all rights to the lease(s) in favor of the Mortgagee, or
- b. Court Order ordering the transfer of the lease(s) to the Mortgagee.

C. It is agreed by all parties:

1. Should the lease(s) be transferred under the conditions set forth in Section B. 3. a and b to the Mortgagee, the Mortgagee shall become obligated to all the provisions of the lease(s) and the obligations and performances required therein, including security and deposits.
2. Should the State's lessee (Mortgagor) default on the lease(s) the State reserves the first right for claim against any performance bonds, either cash or through a bonding company to collect whatever amount is due the State whether the lease(s) is forfeited or taken over by the Mortgagee. However, the Mortgagee may pay those amounts due to the State preventing a claim being filed against the performance bonds.
3. Execution of this agreement by the State does not waive any rights to insist upon strict performance of the terms of the lease(s) or any other right the State may have.

UNIVERSITY FEDERAL SAVINGS & LOAN ASSN., / PORT WASHINGTON PROPERTIES, INC.

Mortgagee By [Signature]

Mortgagor By [Signature]

Address 6400 Roosevelt Way, N.E.

Address 20 W. Galer

Seattle, Wa. 98115

Seattle, Wa. 98119

Consent given this 13th day of June, A.D., 19 83

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE
Commissioner of Public Lands

By [Signature]
Title _____

PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

ADDENDUM

TO

STATE OF WASHINGTON LOAN SECURITY AGREEMENT

This Addendum is made to that certain State of Washington Loan Security Agreement dated June 10, 1983, between PORT WASHINGTON PROPERTIES, INC. ("Mortgagor") and UNIVERSITY FEDERAL SAVINGS BANK ("Mortgagee") and consented to by the STATE OF WASHINGTON DEPARTMENT OF NATIONAL RESOURCES ("State").

To secure repayment and performance of a Promissory Note (the proceeds of which are financing the construction of a boat marina) and Construction Loan Agreement, both dated as of June 10, 1983, executed by Mortgagor in favor of Mortgagee, Mortgagor has also executed in favor of the Mortgagee: said Loan Security Agreement; Lease Assignment--Loan Security; and Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement--also all dated as of June 10, 1983.

It is agreed by the parties that:

1. The Lease(s) shall not be terminated or cancelled on account of any default until the State shall have given Mortgagee written notice of such default as provided in Section B.1.a. of said Loan Security Agreement. Mortgagee shall have the right, at any time within thirty (30) days from the giving of such notice, to pay any money or to do any act or things which may be necessary to cure or rectify such default, and if such default or defaults are cured or rectified as aforesaid within thirty (30) days after the giving of said written notice, the Lease(s) shall continue in full force and effect. In the event the default is one which is not susceptible of cure with due diligence within said thirty (30) day period by Mortgagee, whether because of the nature of the default or because of Mortgagee's not being in possession or for any other reason, and if Mortgagee shall have commenced to cure such default prior to the expiration of said thirty (30) day period or shall have initiated proceedings to foreclose or otherwise realize upon its Security Interest or to take possession of Mortgagor's leasehold within said thirty (30) day period, the State agrees that Mortgagee shall have such additional time, including such time as may be required to complete such foreclosure or other proceedings, as may be reasonably necessary to effect such cure, and that if such default is cured and rectified within said additional period of time, the Lease(s) shall continue in full force and effect. The time available to Mortgagee to initiate proceedings to foreclose as aforesaid shall be extended by the number of days of delay occasioned by judicial restriction against such initiation or occasioned by other circumstances beyond Mortgagee's control. Anything herein to the contrary notwithstanding, Mortgagee shall not be allowed in excess

of thirty (30) days to cure any default of Mortgagor in the payment of Rent or in the making of any other payment required of Mortgagor under the Lease(s) after written notice of such default shall have been given to Mortgagee by the State.

2. Mortgagor shall not have the right to exercise any option which it may have acquired under any provision of the Lease(s) to cancel or terminate the Lease(s), nor shall the State and Mortgagor enter into any agreement materially amending, materially modifying, cancelling or terminating the Lease(s) unless such agreement or exercise of option shall have been consented to in writing by Mortgagee and any such attempted exercise of option or attempted agreement not so consented to shall be ineffective, null and void.

3. Mortgagor and the State hereby certify: that the copies of the Lease(s) (attached hereto and made a part hereof to the same extent as if the originals thereof were attached hereto) are true, accurate and complete copies of the Lease(s) and any and all amendments and modifications thereof; and that said Lease(s) are now in full force and effect as to the real property described therein.

MORTGAGEE:
UNIVERSITY FEDERAL SAVINGS BANK

By: Donald J. [Signature]

Address:
6400 Roosevelt Way N.E.
Seattle, Washington 98115

MORTGAGOR:
PORT WASHINGTON PROPERTIES, INC.

By: Mark A. Clevin Pres.

By: David [Signature] Pres

Address: 20 W. [Signature]
Sea Wa 98119

CONSENT GIVEN this 13th day of June, 1983.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE
Commissioner of Public Lands

By: James A. [Signature]

Title _____

ENDORSEMENT

UNIVERSITY FEDERAL SAVINGS BANK IS THE SUCCESSOR
IN INTEREST TO AND FORMERLY KNOWN AS UNIVERSITY
FEDERAL SAVINGS AND LOAN ASSOCIATION, AND IN ALL
RESPECTS AND REFERENCES SHALL BE DEEMED ONE AND
THE SAME ENTITY.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE—COMMISSIONER OF PUBLIC LANDS

Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$5.00 fee.

Lease Assignment - LOAN SECURITY

For and in consideration of the sum of One Million Six Hundred Thousand and No/100
the hereinafter named assignor hereby assigns, sets over and transfers, all of his or their right,
title, and interest in and to that portion of the lease or contract No. 2523 herein described:
All harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll,
Supplemental Plat of Bay View Garden Tracts, as more fully described in the attachment
hereto, by reference made a part hereof

THIS INSTRUMENT SHALL BE IN A SECONDARY AND SUBORDINATE POSITION TO THAT CERTAIN LEASE
ASSIGNMENT FOR LOAN SECURITY RECORDED UNDER AUDITOR'S FILE NO. _____
IN FAVOR OF UNIVERSITY FEDERAL SAVINGS AND LOAN ASSOCIATION

unto: MICHAEL R. MASTRO and JOAN K. MASTRO, husband and wife

whose address is: 510 Rainier Avenue South
(P. O. Box - Route - Street)

Seattle,
(City)

Washington
(State)

98144
(Zip Code)

and said assignee hereby binds and
obligates himself (or themselves) to perform all the conditions and covenants of said lease or contract.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or his surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved: for Loan Security
as set forth in Agreement dated 6/10/83
Date June 13, 1983

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

Dated this 10TH day
of June, A.D. 19 83

PORT WASHINGTON PROPERTIES, INC.

By Mark L. Cleven
Mark L. Cleven, President Assignor

By Darold R. J. Stenson
Darold R. J. Stenson, Vice-President Assignor

Michael R. Mastro
Michael R. Mastro Assignee

x Joan K. Mastro
Joan K. Mastro Assignee

EXHIBIT "A"

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of King } ss.

On this day personally appeared before me.....

Michael R. Mastro and Joan K. Mastro

.....to me known to be the individual(s) described in and who executed the
within and foregoing instrument, and acknowledged that.....they
signed the same as their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and official seal this 10th day of June, 1983

Joan Pinter
Notary Public in and for the State of Washington,
residing at Seattle

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, }
County of King } ss.

ASSIGNOR

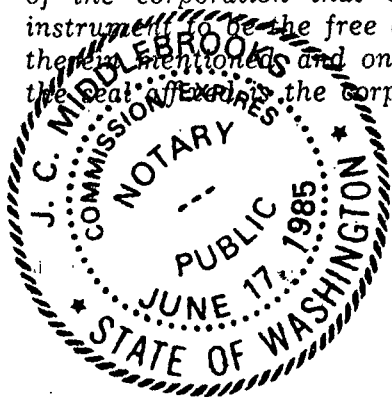
On this 13th day of June, 19 83, before me personally appeared

Mark L. Cleven and Darold R.J. Stenson

to me known to be the President and Vice-President
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that they were authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this 13th day of June, 19 83...

[Signature]
Notary Public / Seattle
Title



CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, }
County of } ss.

ASSIGNEE

On this.....day of....., 19....., before me personally appeared

to me known to be the.....
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that he was authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this.....day of....., 19.....

.....
Signature

.....
Title

PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

ENDORSEMENT

UNIVERSITY FEDERAL SAVINGS BANK IS THE SUCCESSOR
IN INTEREST TO AND FORMERLY KNOWN AS UNIVERSITY
FEDERAL SAVINGS AND LOAN ASSOCIATION, AND IN ALL
RESPECTS AND REFERENCES SHALL BE DEEMED ONE AND
THE SAME ENTITY.

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V-1-2

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands

Date JUNE 10, 1983

STATE OF WASHINGTON LOAN SECURITY AGREEMENT

State Lease(s) pledged for loan security is (are) covered by Application Number(s)

HA-2523 is (are) held by

MICHAEL R. MASTRO and JOAN K. MASTRO, husband and wife.

For use as Security on loan dated JUNE 10, 1983 which is secondary and subordinate to that certain Loan Security Agreement in favor of University Federal Savings and Loan Association recorded under Auditor's File No.

Harbor area lying in front of Tracts 1 and 11, and
Legal description of premises/ intervening Renn Stroll, Supplemental Plat of Bay View
Garden Tracts, more fully described in the attachment hereto
Section 11 & 14 Township 24 N., Range 1 East, W.M.

Mortgage Loan No. _____, Term of Loan 12 mos., Amount of Loan \$1,600,000.00

A. The Mortgagee and Mortgagor agree to the following conditions pertaining to the covenants of the State lease(s):

1. Billing statement, notice of default, if any, and all other notice will be mailed to Mortgagor.
2. Copies of billing statement, copies of notice of default, if any, and all other notice will be mailed to Mortgagee.
3. Copies of all statements, notice of default, if any, and correspondence will be sent to the appropriate Department of Natural Resources field office responsible for the lease(s) covered by this agreement.
4. If control of the mortgage covered by this agreement for loan security shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the mortgage by the Mortgagee, such change shall require written notice to the Department of Natural Resources.

The Mortgagee and Mortgagor further agree that the State shall be notified of any default, potential default, or any action which may have an adverse effect on the loan agreement.

B. The records on file in the office of the Department of Natural Resources have been noted for the loan security; and further, the State of Washington, Department of Natural Resources, agrees to:

1. Notify the Mortgagee, in addition to the Mortgagor, of any failure of the lessee to meet the terms and conditions of the lease(s). On receipt of such notice the Mortgagee may:
 - a. Correct the terms and conditions of the lease(s) within thirty (30) days of notice.
 - b. Take no action which may result in forfeiture of the lease(s).
2. Notify the Mortgagee of any request by the Mortgagor for transfer assignment, or encumbrance of the above-described tract during the period of this agreement.
3. Recognize the loan security assignment, Exhibit A, attached, and by this reference made a part hereto, and transfer of the lease(s) to the Mortgagee by the filing, by the Mortgagee, of either of the following:

- a. Voluntary surrender of all rights to the lease(s) in favor of the Mortgagee, or
- b. Court Order ordering the transfer of the lease(s) to the Mortgagee.

C. It is agreed by all parties:

1. Should the lease(s) be transferred under the conditions set forth in Section B. 3. a and b to the Mortgagee, the Mortgagee shall become obligated to all the provisions of the lease(s) and the obligations and performances required therein, including security and deposits.
2. Should the State's lessee (Mortgagor) default on the lease(s) the State reserves the first right for claim against any performance bonds, either cash or through a bonding company to collect whatever amount is due the State whether the lease(s) is forfeited or taken over by the Mortgagee. However, the Mortgagee may pay those amounts due to the State preventing a claim being filed against the performance bonds.
3. Execution of this agreement by the State does not waive any rights to insist upon strict performance of the terms of the lease(s) or any other right the State may have.

Mortgagee *[Signature]*
X *John S. Master*
Address 510 Rainier Ave. So.
Seattle, Wa. 98144

PORT WASHINGTON PROPERTIES, INC.
Mortgagor By *[Signature]* *Pros.*
By *[Signature]* *J.P.*
Address 20 W. Galer
Seattle, Wa. 98119

Consent given this 13th day of June, A.D., 19 83

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE
Commissioner of Public Lands

By *James A. Starnes*
Title _____

PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

ADDENDUM

TO

STATE OF WASHINGTON LOAN SECURITY AGREEMENT

This Addendum is made to that certain State of Washington Loan Security Agreement dated June 10, 1983, between PORT WASHINGTON PROPERTIES, INC. ("Mortgagor") and MICHAEL R. and JOAN K. MASTRO ("Mortgagee") and consented to by the STATE OF WASHINGTON DEPARTMENT OF NATIONAL RESOURCES ("State").

To secure repayment and performance of a Promissory Note (the proceeds of which are financing the construction of a boat marina) and Construction Loan Agreement, both dated as of June 10, 1983, executed by Mortgagor in favor of Mortgagee, Mortgagor has also executed in favor of the Mortgagee: said Loan Security Agreement; Lease Assignment--Loan Security; and Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement--also all dated as of June 10, 1983.

It is agreed by the parties that:

1. The Lease(s) shall not be terminated or cancelled on account of any default until the State shall have given Mortgagee written notice of such default as provided in Section B.1.a. of said Loan Security Agreement. Mortgagee shall have the right, at any time within thirty (30) days from the giving of such notice, to pay any money or to do any act or things which may be necessary to cure or rectify such default, and if such default or defaults are cured or rectified as aforesaid within thirty (30) days after the giving of said written notice, the Lease(s) shall continue in full force and effect. In the event the default is one which is not susceptible of cure with due diligence within said thirty (30) day period by Mortgagee, whether because of the nature of the default or because of Mortgagee's not being in possession or for any other reason, and if Mortgagee shall have commenced to cure such default prior to the expiration of said thirty (30) day period or shall have initiated proceedings to foreclose or otherwise realize upon its Security Interest or to take possession of Mortgagor's leasehold within said thirty (30) day period, the State agrees that Mortgagee shall have such additional time, including such time as may be required to complete such foreclosure or other proceedings, as may be reasonably necessary to effect such cure, and that if such default is cured and rectified within said additional period of time, the Lease(s) shall continue in full force and effect. The time available to Mortgagee to initiate proceedings to foreclose as aforesaid shall be extended by the number of days of delay occasioned by judicial restriction against such initiation or occasioned by other circumstances beyond Mortgagee's control. Anything herein to the contrary notwithstanding, Mortgagee shall not be allowed in excess

of thirty (30) days to cure any default of Mortgagor in the payment of Rent or in the making of any other payment required of Mortgagor under the Lease(s) after written notice of such default shall have been given to Mortgagee by the State.


2. Mortgagor shall not have the right to exercise any option which it may have acquired under any provision of the Lease(s) to cancel or terminate the Lease(s), nor shall the State and Mortgagor enter into any agreement materially amending, materially modifying, cancelling or terminating the Lease(s) unless such agreement or exercise of option shall have been consented to in writing by Mortgagee and any such attempted exercise of option or attempted agreement not so consented to shall be ineffective, null and void.

3. Mortgagor and the State hereby certify: that the copies of the Lease(s) (attached hereto and made a part hereof to the same extent as if the originals thereof were attached hereto) are true, accurate and complete copies of the Lease(s) and any and all amendments and modifications thereof; and that said Lease(s) are now in full force and effect as to the real property described therein.

4. Pursuant to a Collateral Subordination Agreement and a Debt Subordination Agreement, both dated as of June 10, 1983, and executed by Michael R. and Joan K. Mastro ("MASTRO") and University Federal Savings Bank ("UFSB") and others, all right, title and interest of MASTRO is subject and subordinate to the right, title and interest of UFSB under a similar security document recorded under _____ County Recording No. _____.

MORTGAGEE:

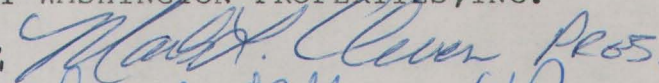
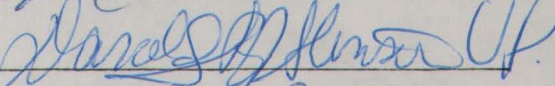

Michael R. Mastro


Joan K. Mastro

Address:
510 Rainier Avenue South
Seattle, Washington 98144

MORTGAGOR:

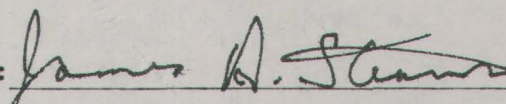
PORT WASHINGTON PROPERTIES, INC.

By:  PRES.
By:  VP.
Address: 20 W GALEN
SEATTLE, WA 98119

CONSENT GIVEN this 13th day of June, 19 83

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE
Commissioner of Public Lands

By: 
Title: _____

ENDORSEMENT

UNIVERSITY FEDERAL SAVINGS BANK IS THE SUCCESSOR
IN INTEREST TO AND FORMERLY KNOWN AS UNIVERSITY
FEDERAL SAVINGS AND LOAN ASSOCIATION, AND IN ALL
RESPECTS AND REFERENCES SHALL BE DEEMED ONE AND
THE SAME ENTITY.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE—COMMISSIONER OF PUBLIC LANDS

Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$5.00 fee.

Lease Assignment

For and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars

the hereinafter named assignor S. hereby assign set over and transfer all of his or their right, title, and interest in and to that portion of the lease or contract No. 2523 herein described:

All harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts, as more fully described in the attachment hereto, by reference made a part hereof

unto: PORT WASHINGTON PROPERTIES INC., a Washington Corporation

whose address is: 20 W. Galer
(P. O. Box - Route - Street)

Seattle, Washington 98119
(City) (State) (Zip Code)

, and said assignee hereby binds and

obligates himself (or themselves) to perform all the conditions and covenants of said lease or contract.

NOTE: Aquatic land lease assignments must include proof of ownership of, or authorization to use abutting tideland, shoreland or upland property. Attach copy of deed, contract of sale or notarized waiver from legal owner of the property.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or his surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved:

Date June 13, 1983

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By James A. Stenson

For BRIAN J. BOYLE, Commissioner

Dated this 26th day

of May, A.D. 19 83

x John C. Verhelst Assignor

x Dianne L. Verhelst Assignor

x Franklin R. Cooper Assignor

x Patricia J. Cooper Assignor

PORT WASHINGTON PROPERTIES, INC.,
By Mark D. Cleven Assignee

By Darold R.J. Stenson Vice-President
President

EXHIBIT "A"

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of Kitsap } ss.

On this day personally appeared before me John C. Verhelst, Dianne L. Verhelst,
Franklin R. Cooper and Patricia J. Cooper

to me known to be the individual(s) described in and who executed the
within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and official seal this 31st day of May, 19 83

[Signature]
Notary Public in and for the State of Washington,
residing at Port Orchard

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of _____ } ss.

On this _____ day of _____, 19____, before me personally appeared

to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that he was authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this _____ day of _____, 19____.

.....
Signature

.....
Title

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of KING } ss.

On this 26th day of May, 19 83, before me personally appeared
Mark L. Cleven and Darold R.J. Stenson

to me known to be the President and Vice-President
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that ~~he was~~ they were authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this 26th day of MAY, 19 83.

[Signature]
Signature

Notary Public / KING County
Title

PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

HARBOR AREA LEASE BOND NO. 5055386

STATE OF WASHINGTON)
County of Kitsap) ss
)

We, Port Washington Properties, Inc.

of Seattle, Washington, as principal _____, and we, Hartford Accident
& Indemnity Company

as sureties, all of the State of Washington, County of King, do
confess ourselves indebted to the State of Washington in the penal sum of One

Thousand and No/100----- Dollars, and to
the payment of which we are held and firmly bound, and do by these presents bind
ourselves, our and each of our heirs, executors, administrators or assigns, jointly
and severally, firmly by these presents.

Sealed with our seals this 13th day of June A.D., 19 83

The condition of the above obligation is such that, Whereas, the principal _____,
in the foregoing bond did enter into a certain lease and contract No. 2523
with the State of Washington (which is hereto attached and made part of this
instrument), whereby the above bounden principal _____ has leased from the State of
Washington the part, lot or parcel of property described in said hereto attached lease
and contract, upon all the conditions set up in said lease and contract; Now,
therefore, if the said above named lessee _____, the principal _____ herein, shall well
and truly perform all the conditions set up and prescribed in the said lease and
contract hereto attached, in all and every part thereof, then this bond shall be
considered satisfied and discharged; otherwise it shall have full force and effect.

Port Washington Properties, Inc.

Approved for general use:

Date June 13, 1983
Victorie W. Seldon
Assistant Attorney General

Signature: Principal
Title PRES.

20 W. Golu
Mailing Address
Seattle, Wa. 98119.
Surety

Insurance Commissioner's Approval:

Hartford Accident & Indemnity Company

Mailing Address

P.O. Box C34201, Seattle, WA 98124

Signature: Attorney-in-Fact

Signature: Resident Agent Robert M. Carlton

(Surety's Seal)

Agency

Corroon & Black, Inc.

Mailing Address

P.O. Box C34201, Seattle, WA 98124

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

521120

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

WILLIAM C. NELSON, HELEN R. NEWMAN, ROBERT M. CARLTON, STEVE JAMES, BUFF NELSON,
JAMES B. BINDER, JOSEPH B. BUCHANAN and TERESE L. McCONNELL,
of SEATTLE, WASHINGTON

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted by and under authority of the following provisions:

(1) By-Laws adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

(2) Except from the Minutes of a meeting of the Board of Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY duly called and held on the 11th day of June, 1976:

RESOLVED: Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have as long as he holds such office the same power as any Vice-President under Sections 6, 7 and 8 of Article IV of the By-Laws of the Company.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 6th day of August, 1976.

RESOLVED, That, whereas Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, acting with any Secretary or Assistant Secretary, each have the power and authority, as long as he holds such office, to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact;

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 9th day of August, 1976.

Attest:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Mary Scharf
Mary Scharf, Secretary



Thomas F. Delaney
Thomas F. Delaney
Assistant Vice-President

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 9th day of August, A.D. 1976, before me personally came Thomas F. Delaney, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Gloria Mazotas
Gloria Mazotas, Notary Public
My Commission Expires March 31, 1983

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 13th day of June 19 83



John E. Lukens
John E. Lukens
Assistant Secretary

RECEIVED

PORT WASHINGTON PROPERTIES, INC. MAY -9 1988

20 West Galer
Seattle, WA 98119
(206) 282-2400

DEPARTMENT OF
NATURAL RESOURCES

State of Washington
Department of Natural Resources
Brian J. Boyle, Commissioner of Public Lands
Olympia, Washington.

Gentlemen

This letter is in regard to the Port Washington Marina in Bremerton Washington.

As per our conversation it is important time wise to have the Incorporation documents used by Anacortes Marina for their Association of Owners. Please forward as soon as possible.

We are now going to put all four lease 2332, 2396, 2399 and 2523 into Port Washington Properties Inc., and then assign to the Port Washington Marina Owners Association HAL2332, 2396 and 2399 for the first phase of project.

This will be the same as done by Anacortes Marina, which may make your job easier.

Inclosed is a copy of the documents you need your attorney to approve. If you could do this it would speed up closing and help close on time.

If there are any questions please call Terry Durst 282-2400.



Terry L. Durst

CONSENT TO ASSIGNMENT

WHEREAS, the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as Lessor) and SEA BRIM INC., a Washington corporation (hereinafter referred to as Lessee) have previously entered into Harbor Area Lease No. 2332,2396.

WHEREAS, the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as Lessor) and JOHN C. VERHELST, FRANKLIN R. COOPER, et al (hereinafter referred to as Lessee) have previously entered into Harbor Area Lease No. 2523.

WHEREAS, the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as Lessor) and WILLIAM R. and MARILYN J. DANE (hereinafter referred to as Lessee) have previously entered into Harbor Area Lease No. 2399.

WHEREAS, the Lessees have proposed to assign the leases to PORT WASHINGTON PROPERTIES INC., a Washington Corporation (hereinafter referred to as Assignee) by execution of various Lease Assignments seeks the consent of the Lessor to such assignment, and

THEREFORE, the Lessor hereby consents to the assignment between the Lessee and the Assignee as shown on the attached "Assignment" upon the following terms and conditions:

1. That Assignee is bound and obligated to perform all conditions and covenants of the lease.
2. That approval of the assignment is not a discharge of the Lessee (Assignor) or his surety from any or all liabilities, obligations, or duties incurred under the lease to the date of consent of the assignment.
3. That this agreement shall not constitute a waiver of the requirement that all future assignments be approved by the Lessor.

CONSENT GIVEN THIS _____ day of _____, 1983.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By _____

Commissioner of Public Lands

APPROVED:

LESSEE:

ASSIGNEE:

SEA BRIM INC.
(A Washington
Corporation)

PORT WASHINGTON PROPERTIES INC.
(A Washington Corporation)

By [Signature]
President

By [Signature]
President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me TERRY L. Durst
to me known to be the president of Sea Brim Inc., the
corporation that executed the foregoing instrument and
acknowledged said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes
therein mentioned, and on oath stated that he is authorized
to execute the said instrument on behalf of said
corporation.

GIVEN under my hand and official seal this 29th day
of May, 1983.

Wayne S. Johnson
NOTARY PUBLIC in and for the State of
Washington, residing at KING County

Approved as to Form Only

31st day of May, 1983
KENNETH O. BIKENBERRY
Attorney General

By [Signature]
Assistant Attorney General

5/31/83

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Mark L. Cleven
to me known to be the President of Port Washington
Properties Inc., a corporation that executed the foregoing
instrument and acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned and on oath stated that he is
authorized to execute the said instrument on behalf of said
corporation.

GIVEN under my hand and official seal this 29th day of
May, 1983.

Wayne S. Johnson
NOTARY PUBLIC in and for the State of
Washington, residing at King County

APPROVED:

LESSEE:

WILLIAM R. and MARILYN J. DANE

William R. Dane Marilyn J. Dane
On this day personally appeared before me
William R. Dane and Marilyn J. Dane

, and executed the foregoing
instrument and acknowledged said instrument to be their free
and voluntary act and deed, and on oath stated that they are
authorized to execute the said instrument.

GIVEN under my hand and official seal this 31st day of
May, 1983.

Laura Coomes
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Port Orchard

APPROVED:

LESSEE:

JOHN C. and DIANNE L. VERHELST, and
FRANKLIN R. and PATRICIA J. COOPER

John C. Verhelst Dianne L. Verhelst
Franklin R. Cooper Patricia J. Cooper

On this day personally appeared before me

John C. Verhelst, Dianne L. Verhelst, Franklin R.
Cooper and Patricia J. Cooper

and that they executed the foregoing instrument and
acknowledged said instrument to be their free and voluntary
act, for the uses and purposes therein mentioned, and on
oath stated that they are authorized to execute the said
instrument.

GIVEN under my hand and official seal this 31st day
of May, 1983.

Laura Coomes
NOTARY PUBLIC in and for the State of
Washington, residing at Port Orchard

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE, COMMISSIONER OF PUBLIC LANDS

Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing.
The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$5.00 fee.

Lease Assignment

For and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100
Dollars
the hereinafter named assignor S. hereby assign set over and transfer all of his or their right,
title, and interest in and to that portion of the lease or contract No. 2523 herein described:
All harbor area lying in front of Tracts 1 and 11 and intervening Renn
Stroll, Supplemental Plat of Bay View Garden Tracts, as more fully
described in the attachment hereto, by reference made a part hereof

unto: PORT WASHINGTON PROPERTIES INC., a Washington Corporation

whose address is: 20 W. Galer
(P. O. Box - Route - Street)

Seattle,
(City)

Washington
(State)

98119
(Zip Code)

, and said assignee hereby binds and

obligates himself (or themselves) to perform all the conditions and covenants of said lease or contract.

NOTE: Aquatic land lease assignments must include proof of ownership of, or authorization to use abutting tideland, shoreland or upland property. Attach copy of deed, contract of sale or notarized waiver from legal owner of the property.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or his surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved:

Date May 31, 1983

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By James A. Stearns

For BRIAN J. BOYLE, Commissioner

Dated this _____ day

of _____, A.D. 19 83

x John C. Verhelst Assignor

x Dianne L. Verhelst Assignor

x Franklin R. Cooper Assignor

x Patricia J. Cooper Assignor

PORT WASHINGTON PROPERTIES, INC.,
By Mark B. Cleven President Assignee

By Darold R.J. Stenson Vice-President Assignee

EXHIBIT "A"

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT
(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

STATE OF WASHINGTON, }
County of Kitsap } ss.

On this day personally appeared before me John C. Verhelst, Dianne L. Verhelst,
Franklin R. Cooper and Patricia J. Cooper

to me known to be the individual(s) described in and who executed the
within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and official seal this 31st day of May, 19 83

Anna Coomes
Notary Public in and for the State of Washington,
residing at Port Orchard

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNOR**
County of _____ } ss.

On this _____ day of _____, 19____, before me personally appeared

to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that he was authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this.....day of....., 19.....

.....
Signature

.....
Title

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, } **ASSIGNEE**
County of KING } ss.

On this 26th day of May, 19 83, before me personally appeared
Mark L. Cleven and Darold R.J. Stenson

to me known to be the President and Vice-President
of the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes
therein mentioned, and on oath stated that ~~he was~~ they were authorized to execute said instrument and that
the seal affixed is the corporate seal of the corporation.

Given under my hand this 26th day of MAY, 19 83

Wayne E. Johnson
Signature
Nolan D.H. in KING County

PARCEL F

All Harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in government lot 7, section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line one passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 2523.

LAW OFFICES
BISHOP, CUNNINGHAM, COSTELLO & HARTMAN, INC. (P.S.)

KITSAP PLAZA BUILDING
3330 KITSAP WAY
DRAWER SS, WYCOFF STATION
BREMERTON, WASHINGTON 98310
TELEPHONE (206) 377-7691

JOHN A. BISHOP
GARY A. CUNNINGHAM
LEONARD W. COSTELLO
RUSSELL W. HARTMAN

RECEIVED

JAN 15 1982

COMMISSIONER OF PUBLIC LANDS

NO. _____

January 12, 1981

T. W. Roswall
Division of Marine and Land Management
Department of Natural Resources
Olympia, Washington 98504

Re: Easement over Harbor Lease No. 2523

Dear Mr. Roswall:

Frank Cooper and John Verhelst, lessees under Department of Natural Resources Harbor Area Lease No. 2523, have asked me to respond to your letter of December 14, 1981. Mr. Cooper and Mr. Verhelst do not believe the principals of Sea Brim, Inc. are being entirely truthful when they represent they require access across the Cooper/Verhelst Harbor Lease because legal access is unavailable from other sources for the benefit of their marina.

When Sea Brim purchased the marina they approached Mr. Cooper and Mr. Verhelst about cooperative development of the Cooper/Verhelst harbor area and uplands. Mr. Cooper and Mr. Verhelst inquired whether Sea Brim had legal access to the marina. Sea Brim replied that it did, representing that:

1. It was purchasing the uplands and harbor area lease immediately to the West of the marina, owned by a Mr. and Mrs. William R. Dane.

2. It was purchasing additional uplands immediately to the West of the Dane property, owned by Alan Cady.

3. It had legal access down a stairway on the uplands adjoining the Sea Brim Harbor lease, owned by William Rasmussen.

Copies of the Dane and Cady earnest money agreements, which Sea Brim recorded, are enclosed for your reference. Also enclosed is a map of the area showing the layout of the Cady, Dane, Rasmussen, Sea Brim, and Cooper/Verhelst properties.

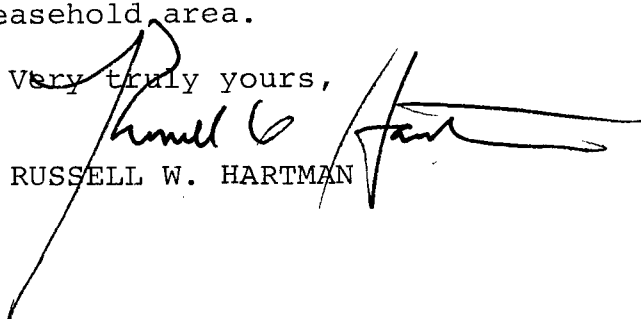
Page Two

Mr. Cooper and Mr. Verhelst have done additional research concerning the access issue, and discover that Sea Brim has tendered an offer to purchase a portion of the Rasmussen uplands, and that there is probably a written, but unrecorded, easement for use of the stairway on the Rasmussen property.

An easement across the Cooper/Verhelst harbor area to Renn Stroll is no better access than the staircase on the Rasmussen property. Renn Stroll is only 10 feet wide, and at best provides a foot path down to the harbor area. Since Sea Brim has already established access rights across the Dane and Rasmussen properties, Mr. Cooper and Mr. Verhelst do not believe it would be fair or proper to grant additional access across their harbor area. They see the request for an easement as a ploy to diminish the future marketability of their property through creation of an encumbrance. Mr. Cooper and Mr. Verhelst found the principals of Sea Brim, Inc. to be quite antagonistic when Mr. Cooper and Mr. Verhelst elected not to sell to them, or to develop cooperatively with them. Mr. Cooper and Mr. Verhelst elected not to proceed on this basis, because they believe Sea Brim, Inc. to be an extremely poor credit risk. Sea Brim recently defaulted on a loan for construction of a condominium project. The default resulted in losses to labor and materialmen who worked on the project in excess of \$200,000.00.

Mr. Cooper and Mr. Verhelst hope that the information contained in this letter will assist the State in determining whether or not to grant an easement across Harbor Area Lease No. 2523. Mr. Cooper and Mr. Verhelst sincerely hope the State will elect not to establish this encumbrance on the Cooper/Verhelst leasehold area.

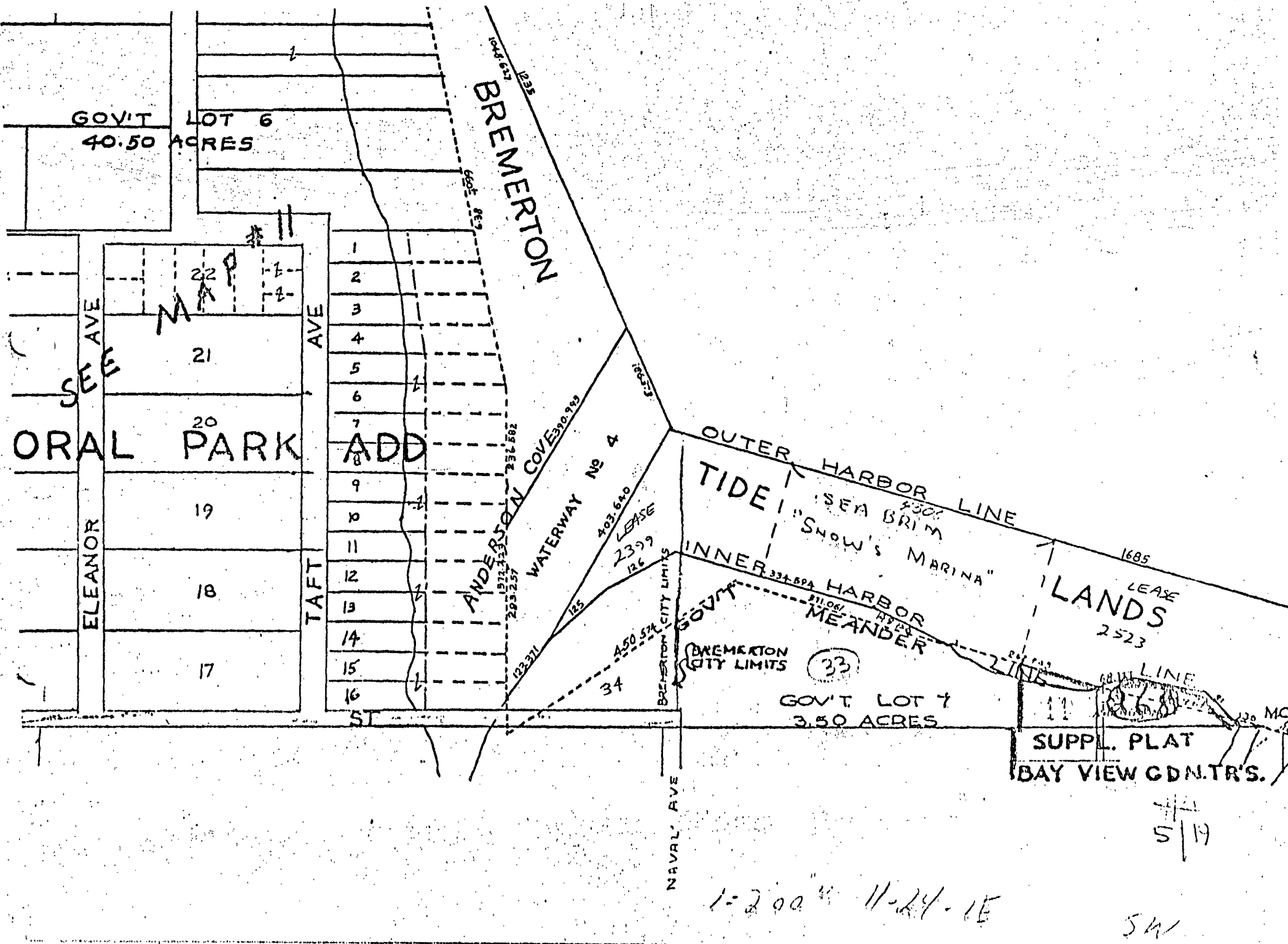
Very truly yours,


RUSSELL W. HARTMAN

RWH:co

Enc.

CC: Mr. Frank Cooper
Mr. John Verhelst



GOV'T LOT 6
40.50 ACRES

ORAL PARK

ELEANOR AVE

TAFT AVE

BREMERSON

ANDERSON COVE

WATERWAY No 4

OUTER HARBOR LINE

TIDE LINE
SEA BRIM
"SNOW'S MARINA"

INNER HARBOR MEANDER

BREMERSON CITY LIMITS

GOV'T LOT 7
3.50 ACRES

LANDS
LEASE
2523

SUPPL. PLAT
BAY VIEW CDM. TR'S.

1:200 11-24-15

SW

DANE LEASE, #2399

8107170156



FILED FOR RECORD
SEA-BRIM, INC.
23 JUL 17 PM 3:36
SHERIFF HUFF
KING COUNTY AUDITOR
DEPUTY: 2

This affidavit is to reflect that Mr. & Mrs. Dane have agreed to
assign Lease #A2199 Anderson Cove Harbor Lease no later than November 1, 1983.
This assignment is in conjunction with Earnest Money on upland property dated
April 16, 1981. Legal description of leased upland is as follows:

That portion of the Harbor area lying in front of Lot 6, Section II,
Township 34N, Range 1 E, W.M. between the Easterly line of waterway
number 4 and the East line of Lot 6 of said Section II, produced
Northerly across the harbor area to the outer harbor line.

Here attached is the copy of assignment agreement.

Terry L. Durst
Sea Brim, Inc.

34

8107170156

MR23371203

SEA-BRIM, INC. -commercial & multi-residential construction- Seattle, Washington

as the execution and continuance of this lease or any rights thereunder. Payment
is to be made to the Department of Natural Resources, Olympia, Washington 98504.

FORM RES 75-1809 (06-76)

-1-

8107170156

MR23371205

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment, a part of the Purchase and Sale Agreement dated

19 11 between William R. Davis and

Seller and

"Buyer".

It is agreed between the Seller and Buyer, as follows:

1. It is understood and agreed that Sellers Harbor Lease # HA 2399 with

the Department of Natural Resources will be assigned to purchaser

as a condition of closing.

2. Description: That portion of the Harbor area lying in front

of Section II, Township 24S, Range 1 E, W.M. between the

existing line of waterway number 4 and the East line of Lot 6 of

Section II, extends partially across the Harbor area to

the West Harbor line.

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

WITNESSES: W. R. DAVIS, JR.

19 1

BUYER

BUYER

SELLER

BY

8107170156

HA233R1204

to the execution and continuance of this lease or any rights thereunder. Payment
is to be made to the Department of Natural Resources, Olympia, Washington 98504.

FORM RES 75-1209 (06-76)

-1-

8107170156

HA233R1205

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Bert L. Cole
Commissioner of Public Lands
Olympia, Washington 98504

COMMISSIONER OF PUBLIC LANDS

HARBOR AREA LEASE NO. HA2399

BY THIS LEASE, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the Lessor and WILLIAM E. LANE hereinafter called the Lessee, the Lessor leases to the Lessee on the terms and conditions as hereinafter set forth, the following described harbor area situate in Kitsap County, Washington, to wit:

That portion of the harbor area lying in front of Lot 6, Section 11, Township 36 North, Range 1 East, W.M., between the easterly line of Waterway No. 4 and the east line of Lot 6 of said Section 11, produced northerly across the harbor area to the outer harbor line, as shown on the official maps of Braxton title on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SECTION 1 OCCUPANCY

1.1 Term. This lease shall commence on the 7th day of May 19 75 and continue to the 7th day of May 1980.

SECTION 2 USE OF PREMISES

2.1 Permitted Use. The Lessee shall have use of the leased premises for the purposes of building and maintaining wharves, docks and other structures for the convenience of navigation and commerce as shown on the exhibits approved by the Lessor and on file in the office of the Lessor.

SECTION 3 PAYMENT

3.1 Partial. Annual rental in the amount of \$ 270.00, which represents 6 percent of the full and true value of the harbor area herein described as determined by the Lessor, in accordance with the provisions of Chapter 97, Laws of 1959, First Extraordinary Session, or as amended by subsequent legislation.

3.2 Payment. The payment of the rental fixed to the Lessor each year in advance, is the essence of this lease, and the same shall be, and is a condition precedent to the execution and continuance of this lease or any rights thereunder. Payment is to be made to the Department of Natural Resources, Olympia, Washington 98504.

FORM DRS 74-1809 (06-76)

-1-

5107170156

HA233A1205

8107170157

5



FILED FOR RECORD
NO. 11 Sea Brim, Inc.
JUL 17 PM 3:40
SHERIFF HUFF
KITSAP COUNTY AUDITOR
DEPUTY R

This is an affidavit to reflect that we have signed an Earnest Money with Mr. & Mrs. Dene as sellers and Sea Brim, Inc. signed by Terry L. Durst as purchaser on the following described property. Earnest money dated April 16, 1981. Earnest money to close no later November 1, 1983.

Portion of Government Lot 6, Section II, Township 24 North, Range 1 East W.M. described as follows: Beginning 30 feet North of Southeast corner of Government Lot 6, Section II, Township 24 North, Range 1 East W.M.; thence South 89° 38' 10" West 272.78 feet; thence North 0° 13' 57" West; thence North 34° 00' East 123.27 feet along the Inner Harbor line; thence North 49° 20' East 125 feet; thence North 60° 44' East 126 feet to the East line of said Lot 6; thence South 0° 05' 20" East 261.40 feet to the point of beginning; situate in Kitsap County, Washington; together with all improvements thereon and the appurtenances thereto belonging and Grantor warrants the title only against the claim of every person whenever claiming by, through or under Grantor. This deed is subject to all taxes and questions of survey, restrictions, and easements of record or in plan.

Here attached are copies of earnest moneys.

Terry L. Durst
Sea Brim, Inc.

8107170157

NR23381206

SEA-BRIM, INC. -commercial & multi-residential construction- Seattle, Washington

BUYER Terry L. Durst BUYER'S ADDRESS 1214 Western A.V.N.
BUYER PHONE 233-4927 OFFICE PHONE _____
6. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. Seller agrees to sell the property on the terms and conditions specified herein, and further agrees to pay a commission of _____ % of sales price or of \$ _____ to the Agent for services rendered. _____ of the earnest money shall be held in the name of the Agent for the purpose of the purchase of the property. If the purchase is completed, the earnest money shall be applied to the purchase price. If the purchase is not completed, the earnest money shall be returned to the Seller. This agreement is subject to the terms and conditions of the Seller's contract of sale, which is attached hereto. SELLER'S ADDRESS _____ SELLER'S PHONE _____
SELLER'S NAME _____ SELLER'S ADDRESS _____ SELLER'S PHONE _____
VLS CODE NO. _____ VLS CODE NO. _____ VLS CODE NO. _____
VLS CODE NO. _____ VLS CODE NO. _____ VLS CODE NO. _____
SELLER'S SIGNATURE _____ SELLER'S ADDRESS _____
SELLER'S PHONE _____ SELLER'S ADDRESS _____
SELLER'S PHONE _____ SELLER'S ADDRESS _____
SELLER'S PHONE _____ SELLER'S ADDRESS _____

NR23381206

This instrument is a part of the Purchase and Sale Agreement dated
19 19 between William H. Bond and Stanley
"Seller" and "Buyer".

It is agreed between the Seller and Buyer, as follows:

It is understood and agreed that Sellers will proceed with closing
of the transaction until litigations, now in progress, are settled
and Sellers can provide Purchaser with a free and clear title.

Sellers and Purchaser shall close no later than 30 days from date
that Sellers can provide a free and clear title but in any event,
no later than, on or before, November 1, 1993.

The September 1, 1991 closing date agreed on, to be extended to
November 1, 1993. \$5,000.00 note to be redeemed at time contingency

If the sale is not closed by November 1, 1993, the Earnest Money
Agreement shall be null and void and of no further force and effect.

AUDITOR'S NOTE
Legality for recording and copying
unimpaired by a portion of the
instrument when received.

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

DATED THIS 5 DAY OF 19 91

BUYER SELLER
BUYER SELLER

WENT BY

2 573 3UPR

PURCHASER'S 2nd COPY

8107170157

8123381208

8107170158

11-24-15

(31) (32) (307)

14, 15, 16



APR 17 PM 3 40
TERRY L. DUNST
SEA BRIM, INC.

This is an affidavit to reflect that we have signed an Earnest Money with Mr. Alan Cady as seller and Sea Brim, Inc., signed by Terry L. Dunst as purchaser on the following described property. Earnest money dated April 17, 1981. Earnest money to close no later than December 7, 1981.

PARCEL (A):

That portion of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M. in Kitsap County, Washington, described as follows: Beginning at a point 753.40 feet East and 130 feet North of the Southwest corner of said Government Lot 6; being the true point of beginning; thence North 30 feet; thence East 291 feet, more or less, to Government reander line; thence Southerly along said reander line to a point East of the true point of beginning; thence West to the true point of beginning.

PARCEL (B):

Part of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M. in Kitsap County, Washington, described as follows: Beginning 753.40 feet East and 30 feet North of the Southwest corner of said Section 11, thence North 100 feet; thence East to reander line; thence South along said reander line to a point due East of the point of beginning; thence West to the point of beginning.

Here attached are copies of earnest moneys.

[Signature]

Purchaser
Terry L. Dunst
Sea Brim, Inc.

8107170158

RE23371209

SEA-BRIM, INC. -commercial & multi-residential construction- Seattle, Washington

SEA-BRIM, INC. -commercial & multi-residential construction- Seattle, Washington

RE23371210

WASH FORM NO 204
10/79

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ BOTH FRONT AND BACK CAREFULLY BEFORE SIGNING

The undersigned Buyer _____ agrees to buy
and Seller agrees to sell on the following terms, the property commonly known as _____
Street in the City of _____ County, Washington, legally described
as _____

(Buyer and Seller authorize agent or closing agent to insert, over their signatures, the legal description of the above property and to correct any legal description entered.)

1. PURCHASE PRICE. The total purchase price is _____

2. METHOD OF PAYMENT.

3. FINANCING. This offer is not conditioned upon Buyer obtaining a purchase loan. If it is, Buyer agrees to make application for the same within _____ days. Buyer shall obtain Lender's approval on or before _____

If a loan of not less than \$ _____ payable over not less than _____ years if not so obtained, this agreement shall terminate if FHA or VA ARE CHECKED. FINANCIAL PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT AND SELLER AGREES TO PAY A DISCOUNT OF NOT MORE THAN _____% OF THE LOAN. Buyer agrees to pay the Credit Report and appraisal charges.

4. CONTINGENCIES. This agreement is conditioned on: ☐ Sale of Buyer's present home at _____
☐ OR ☐ Other _____
IF EITHER OF THE FOREGOING ARE CHECKED, THE CONTINGENCY CLAUSE ON THE REVERSE SIDE HEREOF IS PART OF THIS AGREEMENT.

5. INSULATION - NEW CONSTRUCTION. This ☐ is not new construction. If it is, then pursuant to Federal Trade Commission Rule 261.2(a) the seller must be listed in the insulation directory. Thickness _____ R-Value _____
Ceiling Insulation Type _____ Thickness _____ R-Value _____ Other Insulation Sold _____

If insulation is not installed, the regulation requires Seller to furnish Buyer the above information in writing as soon as possible.

6. CONDITION OF TITLE. The property is to be free of all encumbrances or defects, except: _____

7. UTILITIES. Seller warrants that the property is connected to ☐ public water main ☐ public sewer main ☐ electric ☐ gas. If the foregoing are well or septic tank are checked, THE WELL AND SEPTIC TANK PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.

8. LEASED FIXTURES. The following fixtures are included: ☐ furnace ☐ gas conversion burner ☐ not more than _____

9. CLOSING OF SALE. This sale shall be closed on or before _____

10. CLOSING COSTS & PRO RATION. Seller and Buyer shall each pay one-half of the following fees and expenses: _____
Taxes for the current year, insurance acceptable to the Buyer, rent, interest, mortgage payments, and water and sewer charges. If the above are not provided as of closing, Buyer agrees to pay for the same, but in turn shall be entitled to a credit at closing for the same.

11. POSSESSION. Buyer shall be entitled to possession on closing.

12. DEFAULT AND ATTORNEY'S FEES. In the event of default by Buyer, Seller shall have the right to retain the earnest money as liquidated damages, so to provide for the cost of any suit to enforce the agreement. In the event of default by Seller, Buyer shall have the right to retain the earnest money as liquidated damages, so to provide for the cost of any suit to enforce the agreement.

13. SPECIAL PROVISIONS. In addition to FINANCIAL or CONTINGENCY PROVISIONS IF CALLED FOR ABOVE, THE PROVISIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.

14. EARNEST MONEY RECEIPT. Agent acknowledges receipt from Buyer of \$ _____
☐ personal check ☐ cashier's check ☐ promissory note due _____
Agent shall deliver any check only after Buyer and Seller have both signed this agreement. Agent is authorized to deliver the earnest money to the closing agent.

15. SELLING AGENT. _____

16. AGREEMENT TO PURCHASE - AND TIME LIMIT FOR ACCEPTANCE. Buyer offers to purchase the property on the above terms and conditions. Seller shall have until _____ to accept this offer by returning a signed copy hereto to the Agent. If this offer is not so accepted, it shall lapse and the Agent shall refund the earnest money to the Buyer.

BUYER _____ SELLER _____

STATEMENT TO PURCHASE AND SALE AGREEMENT

The following is a part of the Purchase and Sale Agreement dated

June 17, 1971 between John C. Calkins

"Seller" and _____ "Buyer".

It is agreed between the Seller and Buyer, as follows: Purchase price shall be \$215,000.00 with \$65,000.00 down payment in the form of \$25,000.00 cash at time of closing and \$40,000.00 equity in a new 2 bedroom Sea Brie Condominium of sellers choice. Purchaser agrees to assign underlying contract to Frank De Gault in a approximate balance of \$25,000.00. Balance of approximately \$160,000.00 shall be paid in form of note secured by a deed of trust, accurate interest of 11% per annum, payable \$11,000.00, including accrued interest, 1 year from date of closing and the remaining balance and interest due 2 years from date of closing.

Subject to purchaser's approval of potential development by June 1, 1972.

Upon purchaser's above approval of potential development, the earnest money note shall be returned and become non-refundable. If, purchaser closes the sale by May 7, 1971 the earnest money shall be considered a part of the down payment.

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

DATED THIS 17 DAY OF June 1971

BUYER _____ SELLER _____

BUYER _____ SELLER _____

WITNESSES: _____ BY _____

EVD 579 BURR

PURCHASER'S 1st COPY

8107170158

RE23361211

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

R. S. HAYWARD COMPANY, INC.
P. O. BOX 711
BREMERTON, WASHINGTON 98310

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** UNITED PACIFIC INSURANCE COMPANY

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

FRANKLIN R. COOPER & JOHN C. VERHELST
Drawer TT - Wycoff Station
BREMERTON, WASHINGTON 98310

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	GL 3040089	11-18-81	BODILY INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM					
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	(EACH ACCIDENT)
	OTHER					
A	FIRE INS.	GL 3040089	11-18-81	\$5,000. FIRE, EXTENDED COV., V&M & CONTINGENT LIAB. ON DOCK \$2,000. DEMOLITION INSURANCE		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES ALL HARBOR AREA LYING IN FRONT OF TRACTS 1 & 11 & INTERVENING RENN STROLL, SUPPLEMENTAL PLAT OF BAY VIEW GARDEN TRACTS IN GOV. LOT 7, SEC. 11 & GOV. LOT 1, SEC. 14, TWP 24 N, RANGE 1 E.W.M., LYING BETWEEN TWO LINES PRODUCED AT RIGHT ANGLES ACROSS THE HARBOR AREA TO THE OUTER HARBOR LINE, ONE PASSING THROUGH THE MENDER CORNER OF SAID SEC. 11 & 14 & THE OTHER THROUGH THE POINT OF INTERSECTION OF THE WEST LINE OF SAID TRACT 11 WITH THE INNER HARBOR LINE, AS SHOWN ON THE OFFICIAL MAPS OF BREMER TIDE LANDS LEASE #HA 2523

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

STATE OF WASHINGTON
DEPT. OF NATURAL RESOURCES
PUBLIC LANDS BUILDING
OLYMPIA, WASHINGTON 98504

DATE ISSUED: NOVEMBER 17, 1980

R. S. HAYWARD COMPANY, INC.

AUTHORIZED REPRESENTATIVE

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Bert L. Cole
Commissioner of Public Lands
Olympia, Washington 98504

HARBOR AREA LEASE NO. 2523

BY THIS LEASE, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the Lessor and FRANKLIN R. COOPER and JOHN C. VERHELST, hereinafter called the Lessee, the Lessor leases to the Lessee on the terms and conditions as hereinafter set forth, the following described harbor area situate in Kitsap County, Washington, to wit:

All harbor area lying in front of Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in Government Lot 7, Section 11, and Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., lying between two lines produced at right angles across the harbor area to the outer harbor line, one passing through the meander corner of said Sections 11 and 14, and the other through the point of intersection of the west line of said Tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington, and as shown on Exhibit "A" attached hereto.

SECTION 1 OCCUPANCY

1.1 Term. This lease shall commence on the 8th day of December, 19 79 and continue to the 8th day of December, 1989.

SECTION 2 USE OF PREMISES

2.1 Permitted Use. The Lessee shall have use of the leased premises for the purposes of building and maintaining wharves, docks and other structures for the convenience of navigation and commerce as shown on the exhibits approved by the Lessor and on file in the office of the Lessor.

SECTION 3 PAYMENT

3.1 Rental. Annual rental in the amount of \$(See Attachment), which represents 7.6 percent of the full and true value of the harbor area herein described as determined by the Lessor, in accordance with the provisions of Chapter 97, Laws of 1969, First Extraordinary Session, or as amended by subsequent legislation.

3.2 Payment. The payment of the rental fixed to the Lessor each year in advance, is the essence of this lease, and the same shall be, and is a condition precedent to the execution and continuance of this lease or any rights thereunder. Payment is to be made to the Department of Natural Resources, Olympia, Washington 98504.

3.3 Adjustment. The Lessor shall at the end of the first four (4) year period of the lease term and at the end of each subsequent four (4) year period of the lease term, determine the full and true value in money of the herein described harbor area exclusive of improvements, unless the improvements are State-owned, in which case they shall be included, which value shall be the value at which the property would be taken in payment of a just debt from a solvent debtor and such valuation shall be utilized in computation of rental for the four (4) year period following.

3.4 Leasehold Tax. The Lessee shall pay to the Lessor at Olympia, Washington 98504, the leasehold tax, if applicable, as set forth in chapter 61, Laws of 1976, 2nd Ex. Sess., or as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable. Failure to pay said tax when due and payable shall be considered a breach of the provisions of this lease and the Lessor shall be entitled to all remedies they are entitled to by law, and the remedies provided herein for a breach of a provision of this lease. Any delinquent taxes shall be a debt to the Lessor and in the event the Lessor is subject to any penalties or interest because of the failure of the Lessee to pay such taxes, such penalties and interest shall be payable by the Lessee to the Lessor and shall be considered a debt to the Lessor. In the event the Lessor suffers any costs of whatsoever nature, including attorney fees, or other costs of litigation in collecting said tax, such cost shall be payable by the Lessee and shall be considered a debt due and owing to the Lessor by the Lessee.

SECTION 4 RESERVATIONS AND CONDITIONS OF USE

4.1 Discrimination. The Lessee covenants and agrees that in the performance of this lease agreement, the Lessee shall conduct its activities in a manner that will assure fair, equal and non-discriminatory treatment of all persons regardless of race, creed, sex, marital status or ethnic origin. Notwithstanding any exemption contained in State or federal law, the Lessee shall comply with all federal and State laws, rules or regulations concerning hiring and employment and assuring the service of all patrons, customers, members or invitees without discrimination as to any person's race, creed, sex, marital status or ethnic origin.

Non-compliance with this clause by the Lessee shall constitute a breach of this lease and the Lessor may initiate appropriate formal or informal action to assure compliance or may, at its discretion, terminate this lease upon 30 days notice to Lessee setting forth the claimed violation or violations and giving the Lessee a right to appeal to the Commissioner of Public Lands for a contested case hearing in accordance with the State Administrative Procedures Act (RCW 34.04).

4.2 Regulations. The Lessor shall have the right to regulate, under rules established by it, maintenance and design requirements of all improvements, rates of wharfage, dockage and other tolls to be imposed by the Lessee upon commerce for any of the purposes for which leased harbor areas may be used, and to change such regulations and rates from time to time.

4.3 Termination. The Lessor shall have the right to terminate this lease upon breach of any of the terms or conditions contained herein, including the obligation to pay the specified rental contained herein, or for the failure or refusal to erect within a reasonable time hereafter and continuously to operate and maintain in and upon the harbor area herein described the wharfs, docks, buildings or other structures represented in the exhibits of improvements proposed to be erected therein, which have heretofore been filed with the Lessor, or as altered with the consent and approval of the Lessor and entered upon its records. In addition, the Lessor shall have the right to terminate this lease for violation of any State or federal law, rule, regulation, order or permit required thereunder governing the uses authorized pursuant to the terms of this lease.

4.4 Improvements. No improvement shall be placed upon the harbor area without the prior written authorization of the Lessor. Authorized improvements constructed or placed on the leased premises during the term of this lease by the Lessee, unless otherwise specified, are the property of the Lessee. Upon the termination or expiration of this lease, the Lessee agrees to sever, remove and dispose of those improvements designated by the Lessor on the premises, within six months from date of termination or expiration. In those cases where the Lessor requires removal of improvements and such action is not taken by the Lessee, the Lessee agrees that the Lessor may remove such improvements and charge the Lessee for cost of removal and disposal. All improvements allowed to remain on the area herein described, upon termination or expiration of this lease, shall be the property of the Lessor.

App. No. HA-2523

4.5 Acquisition. The Lessor reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquirement of the tidelands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon where such improvements are owned by the Lessee.

4.6 Entry. The Lessor shall have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.7 Access. The Lessor reserves the right of access to and across the leasehold premises for all purposes and further reserves the right to grant easements and other land uses on the premises to others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the premises, or interfere unduly with the approved plan of development for the premises. No easement or other land uses shall be granted to third parties, until damages to the lease holder have been paid to the Lessee, or waiver signed by the Lessee.

4.8 Restrictions on Use. In connection with use of the premises, the Lessee shall:

(1) Conform to applicable laws and regulations of any public authority affecting the premises and the use thereof, and correct at the Lessee's own expense, any failure of compliance created through the Lessee's fault, or by reason of the Lessee's use.

(2) Remove no valuable material without prior written consent of the Lessor.

(3) Not make or suffer to be made, any filling in of the leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area except as approved in writing by the Lessor.

SECTION 5 REQUIREMENTS

5.1 Assignment and Sublease. This lease, or any portion thereof, may not be assigned, mortgaged, sublet or otherwise transferred without the prior written consent of the Lessor. In granting such consent, the Lessor reserves the right to change the terms and conditions of this lease as it may affect the assignee. Further, if the Lessee is a corporation or partnership and if at any time during the term of this lease, any part or all of the corporate shares or partnership interests of the Lessee shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other dispositions so as to result in a change in the present control of the corporation or partnership by the person or persons now owning a majority of the shares, or change in the holding of the corporate or partnership interest, the same shall constitute an assignment of this lease and as such shall require prior written consent of the Lessor. Failure to obtain written approval of any assignment defined in this lease shall be grounds for cancellation.

5.2 Maintenance.

(1) The Lessee, at his sole cost and expense, shall at all times keep, or cause all improvements (regardless of ownership) to be kept, in as good condition and repair as originally constructed or as hereafter put, except for reasonable use.

(2) The Lessee shall not allow debris or refuse to accumulate on the leased premises, caused either by himself or any person authorized on the premises by the Lessee. Failure to comply with this provision shall be cause to permit the Lessor to remove the debris and refuse and collect the cost of such removal from the Lessee and/or cancel this lease.

5.3 Condition of Premises and Liability.

(1) The premises have been inspected by the Lessee and are accepted in their present condition. Lessee agrees to defend and hold Lessor harmless from any and all claims suffered, or alleged to be suffered on the premises, or arising out of operations on the premises.

(2) The Lessee shall carry with a responsible company or companies satisfactory to the State, a sufficient amount of fire and casualty insurance to recover the value of any or all improvements located on the leased premises. A copy of such insurance policy or policies is to be endorsed and delivered to the State with provision of ten (10) days' notice of change, expiration and/or cancellation to the State. In the event of fire or casualty damage to any improvement owned by the State, or required to be left on the leased premises at the expiration of this lease, the paid insurance benefits shall be used to immediately replace said

improvements in a manner acceptable to the State or, if directed by the State, rehabilitate the area in a manner suitable to the State. Any portion of the insurance proceeds not so utilized shall be returned to the State or if so permitted, to be used to satisfy any outstanding obligations incurred by reason of this lease being utilized for loan security. In the event of fire or casualty damage to any improvement owned by the Lessee, the paid insurance benefits shall be used to either replace the improvement, or in lieu thereof, rehabilitate the area in a manner suitable to the State. The Lessee shall guarantee that all sublessees shall have provisions to either replace their own damaged improvements or to rehabilitate the area as defined above.

5.4 Assessments. The Lessee shall pay all the annual payments on all assessments that may be legally charged, whether or not such assessments have been levied against the leasehold or the Lessor by the assessing agency.

5.5 Insolvency of Lessee. If the Lessee becomes insolvent, bankrupt, a receiver appointed, or his interest is transferred by operation of law, the Lessor may cancel this lease at its option. Insolvency as used herein, will mean the inability of the Lessee to meet obligations as they come due.

SECTION 6 MISCELLANEOUS

6.1 No Partnership. The Lessor is not a partner nor a joint venturer with the Lessee in connection with the business carried on under this lease and shall have no obligation with respect to the Lessee's debts or other liabilities.

6.2 Non-Waiver. Waiver by either party of strict performance or any provisions of this lease shall not be a waiver of, nor prejudice the party's right to require strict performance of the same provision in the future, or of any other provision.

6.3 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees.

6.4 Succession. Subject to the limitations as stated in paragraph 5.1 on transfer of the Lessee's interest, this lease shall be binding upon, and inure to the benefit of the parties, their respective successors and assigns.

6.5 Notices. Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail addressed as follows: To the Lessor: Department of Natural Resources, Public Lands Building, Olympia, Washington 98504. To the Lessee: At the address given by the Lessee in the signature block, or as shown on later official documents of record with this lease.

6.6 Liens.

(1) No person shall have the right to file or place any lien of any kind or character upon the land or improvements within the leasehold premises without the prior written consent of the Lessor.

(2) In the event liens or other charges are placed on the leasehold premises, including land or improvements, arising out of the Lessee's actions directly or indirectly, the Lessee shall immediately cause such liens or charges to be discharged. The Lessor may forthwith cancel this lease if Lessee fails to discharge such liens or charges after ten days' notice to do so by the Lessor. The Lessee shall pay and indemnify the Lessor for all costs, damages or charges of whatsoever nature, including attorneys' fees necessary to discharge such liens or charges, whether such costs, damages or charges are incurred prior or subsequent to any cancellation of this lease.

6.7 Litigation. In the event this lease, its terms, its use, its occupation or it in any way becomes a matter of litigation, the Lessor shall be notified of such litigation within fifteen days after such litigation is begun. Failure to notify the Lessor of such action shall be cause for cancellation or termination of this lease.

Attachment

3.1 Rental

<u>Date</u>	<u>Rent*</u>
December 8, 1979 to December 8, 1980	\$1,120.00
December 8, 1980 to December 8, 1981	1,120.00
December 8, 1981 to December 8, 1982	1,193.00
December 8, 1982 to December 8, 1983	1,285.00

*Note: It should be so noted that \$1,285.00 is the annual rental reflecting 7.6% of the full and true value of the harbor area herein described.

Substitute Senate Bill No. 2284 has placed certain limits on the rental to be collected up through July 1, 1982, and the above rental reflects those requirements.

App. No. HA-2523

LOT 7

N 19213.440
E 8970.436

N 18900
E 5000

LOT 6

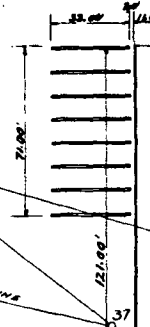
N 16922.801
E 8976.043

LOT 7

LOT 7

EXHIBIT-A

SCALE - 1" = 200.00'



ENLARGED VIEW SHOWING
LOCATION OF DOCK
SCALE 1" = 40.00'

Lot 2

APPLICATION FOR LEASE OF HARBOR AREA
BY
WESTERN GAS & UTILITIES CORP
BREMERTON - WASH

6.8 Lessor's Right to Cure Defaults.

(1) If the Lessee fails to perform any requirements or obligations under this lease, the Lessor shall have the option to correct the obligation of the lease after thirty days' written notice to the Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by the Lessee on demand, with interest at the rate of one percent per month accrued from the date of expenditure by the Lessor.

(2) In the event any violation or breach of the provisions of this lease is causing damage to the leasehold premises or the Lessee is utilizing the leasehold premises in a manner not permitted by the provisions of this lease, or in any case damages are occurring to the leasehold premises, the Lessor may immediately enter upon the leasehold premises and take such action as necessary to cease such damages or use. In the event the damages or use is occurring by reason of a violation or breach of the provisions of this lease, the Lessee shall be liable for all costs incurred by the Lessor by reasons of such violations. The Lessor, at its option may send notice to the Lessee of such violations and the Lessee shall immediately cease such use or violation and correct and remedy such violations.

6.9 Bond. Lessee shall furnish a bond in the amount of \$ 1,000.00 as a guarantee of the performance of all the conditions set up and prescribed in this lease in all and every part thereof.

6.10 Legislative Changes. The Lessee further agrees that the provisions contained in paragraphs 3.1, 3.3 and 4.4 shall be subject to any changes in legislation affecting rental rates and improvements.

The Lessee expressly agrees to all covenants herein, and binds himself for the payment hereinbefore specified.

Executed this 16th day of December, 19 80.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands

Signed this 22 day of October, 19 80.

Franklin R. Cooper
FRANKLIN R. COOPER

John C. Verhelst
JOHN C. VERHELST

Drawer TT, Wycoff Station
Bremerton, WA 98310
Address

App. No. HA-2523

mmg

PROOF READ

Jac/mmg
JK

RWCoon
9/20/80

*If Lessee is a corporation, complete Certificate of Acknowledgment on reverse side.

FORM RES 75-1809 (REV) (3-77)

CERTIFICATE OF
CORPORATE ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 19_____, before me
personally appeared _____,
_____ ,
to me known to be the _____
of the corporation that executed the within and foregoing instrument and acknow-
ledged said instrument to be the free and voluntary act and deed of the corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that (he was)
(they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year first above written.

Notary Public in and for the State of
_____ residing at

HARBOR AREA LEASE BOND NO. _____

STATE OF WASHINGTON)
County of KITSAP) ss

We, FRANKLIN R. COOPER & JOHN C. VERHELST
of BREMERTON, as principals, and we, Jerry Reid
& Irma B. Wood

as sureties, all of the State of Washington, County of Kitsap, Mason + Pierce, do
confess ourselves indebted to the State of Washington in the penal sum of _____

One THOUSAND & NO/00s Dollars, and to
the payment of which we are held and firmly bound, and do by these presents bind
ourselves, our and each of our heirs, executors, administrators or assigns, jointly
and severally, firmly by these presents.

Sealed with our seals this 18th day of November, A.D., 1980

The condition of the above obligation is such that, Whereas, the principal____,
in the foregoing bond did enter into a certain lease and contract No. _____
with the State of Washington (which is hereto attached and made a part of this in-
strument), whereby the above bounden principal____ ha____ leased from the State of
Washington the part, lot or parcel of property described in said hereto attached
lease and contract, upon all the conditions set up in said lease and contract:
Now, therefore, if the said above named lessee____, the principal____ herein, shall
well and truly perform all the conditions set up and prescribed in the said lease
and contract hereto attached, in all and every part thereof, then this bond shall
be considered satisfied and discharged; otherwise it shall have full force and
effect.

Approved for general use:

Date April 26, 1976

Theodore C. Jone
Assistant Attorney General

Franklin Cooper John C. Verhelst
Signature: Principal
Title _____

Mailing Address

Jerry Reid - Irma B. Wood
Surety

Insurance Commissioner's Approval:

3330 Kitsap Way, Bremerton Wash
Mailing Address
Brink Kilm Rd. - Fox Island, Wash

X Signature: Attorney in fact

(Surety's Seal)

Signature: Resident Agent

Agency

Mailing Address

TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON)

County of Kitsap) ss

Jerry Reid & Irma B. Wood,

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$1000.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

Jerry Reid

Irma B. Wood

Subscribed and sworn to before me this 18th day of

November, A.D., 1980.

Mary Lou Addy

Notary Public in and for the State of
Washington, residing at Silverdale

LOT 7

N 19213.490
E 8370.436

N 18000
E 5000

LOT 6

N 16322.801
E 8376.043

LOT 7

No. 4

LOT 7

ENLARGED VIEW SHOWING
LOCATION OF DOCK
SCALE 1" = 40.00'

DOCK ANCHOR
N 16322.801
E 8376.043

EXHIBIT-A

SCALE - 1" = 20000'

LOT 2

APPLICATION FOR LEASE OF HARBOR AREA
BY
WESTERN GAS & UTILITIES CORP
BREMERTON - WASH.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BERT L. COLE • COMMISSIONER OF PUBLIC LANDS
OLYMPIA, WASHINGTON

CASH RECEIPT NO.

107313

CONTROL NUMBER

DATE

CODE

SOURCE

22 2141

Dec 28, 1979

98-290

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE
A WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED

FROM

• Franklin R. Cooper



AMOUNT

Ten and 00/100-----

\$ 10.00

RECEIVED:

DESCRIPTION:

Application to re-lease App. No. 2141

BY

CASHIER

CODE DISTRICT
09 Puget

CODE COUNTY
08 Kitsap

ITEM	FUND	SOURCE	SUB SOURCE	TRUST	DIST.	CO.	PORT	ACCOUNT	AMOUNT
	041	425	6020					1600	5.00
	041	425	6022					1600	5.00

CASH RECEIPT
NUMBER

107313

FILE

2203 North Cambrian
Bremerton, Washington 98310
December 18, 1979

RECEIVED

DEC 26 1979

Mr. Frank Hansen
Department of Natural Resources
State of Washington
Olympia, Washington 98504

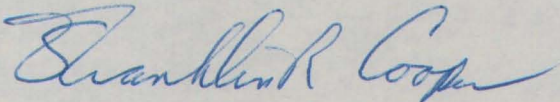
COMMISSIONER OF PUBLIC LANDS
No. _____

Dear Mr. Hansen:

Please find enclosed \$10.00 fee and the completed application for release of HA 2141 as we discussed last week. Also you will find a copy of the title policy showing Mr. Verhelst and myself as contract purchasers of the property discussed and a copy of the face of the plat showing method of description of the tidelands adjoining said property.

As soon as we have any drawings showing our proposed buildings on this property I will send you a copy.

Yours truly,



FRANKLIN R. COOPER

FRC:slm

Enclosures

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

RECEIVED

DEC 26 1979

COMMISSIONER OF PUBLIC LANDS

No.

APPLICATION TO LEASE TIDELANDS, SHORELANDS
BEDS OF NAVIGABLE WATERS AND HARBOR AREAS

PLEASE RETURN BOTH COPIES TOGETHER WITH THE \$10.00 APPLICATION
FEE MADE PAYABLE TO DEPARTMENT OF NATURAL RESOURCES

I, Franklin R. Cooper and JOHN C. Verhelst, of Bremerton, Wash.
do hereby apply to lease { land of the class } situated
{ bed of navigable waters
harbor area* }
in Kitsap County, Washington, described as follows:
Same Description as in previous lease HA 2141

1. This application is for (a) ☐ new lease (b) ☒ re-lease Previous Lease No. HA 2141
2. Purpose of lease Marina-Boat Moorage for ~~proposed living units upland~~ Years desired 10
3. a. Are you the owner of abutting uplands? yes Tidelands? yes Shorelands?
b. If so, attach proof of ownership in form of title report, deed, etc.
c. If not, give name and address of last known owner

4. Has U.S. Army Corps of Engineer Public Notice been filed? no Number N/A
5. Shoreline Management Permit Number N/A Date Issued N/A
6. List all improvements on desired lease area, value of each, age and ownership:

IMPROVEMENTS	VALUE	AGE	OWNER
<u>N/A</u>	\$		
	\$		
	\$		

7. When applicable, submit sufficient colored pictures to adequately show improvements and general lease area.
8. Depth of water at outboard end of proposed or existing improvements at
High water 35 Feet +- Low water 20 Feet +-
9. List outstanding features of area (deep water, view, protected from winds, etc.)
Deep water and view
10. List negative features of area (exposed to strong winds, high bank, boat waves, extremely shallow, etc.)
11. Are you sub-leasing or do you intend to do so on any portion of the lease area? no

The enclosed application fee is subject to forfeiture if I fail to accept the lease offered and pay the first period rental as determined by the Department of Natural Resources.

*See Reverse Side for Plat Instructions

All answers and statements are true and complete to the best of my knowledge. I understand that untruthful or misleading statements are cause for rejection of this application.

Dated at Bremerton, Washington this 12th day of December A.D., 1979

FOR OFFICE USE ONLY

Amount received: \$ 10.00 Date 12-26-79
Application No. 2523
Grant: 25 Init.
Area 09

Name desired on lease Franklin R. Cooper/John C. Verhelst
Signature Franklin R. Cooper John C. Verhelst
Address Drawer TT, Wycoff Station
Bremerton, WA Zip 98310
Telephone No. 206 377-0046

09 08 06

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BERT L. COLE, Commissioner of Public Lands

APPLICATION TO LEASE TIDELANDS, SHORELANDS
BEDS OF NAVIGABLE WATERS AND HARBOR AREASPLEASE RETURN BOTH COPIES TOGETHER WITH THE \$10.00 APPLICATION
FEE MADE PAYABLE TO DEPARTMENT OF NATURAL RESOURCESI, Franklin R. Cooper and JOHN C. Verhelst, of Bremerton, Wash.do hereby apply to lease { land of the class } situated
{ bed of navigable waters }
{ harbor area* }in Kitsap County, Washington, described as follows:

Same Description as in previous lease HA 2141

1. This application is for (a) ☐ new lease (b) ☒ re-lease Previous Lease No. HA 21412. Purpose of lease Marina-Boat Moorage for proposed living units upland Years desired 103. a. Are you the owner of abutting uplands? yes Tidelands? yes Shorelands?

b. If so, attach proof of ownership in form of title report, deed, etc.

c. If not, give name and address of last known owner

4. Has U.S. Army Corps of Engineer Public Notice been filed? no Number N/A5. Shoreline Management Permit Number N/A Date Issued N/A

6. List all improvements on desired lease area, value of each, age and ownership:

IMPROVEMENTS	VALUE	AGE	OWNER
<u>N/A</u>	\$		
	\$		
	\$		

7. When applicable, submit sufficient colored pictures to adequately show improvements and general lease area.

8. Depth of water at outboard end of proposed or existing improvements at FT ±High water 35 Feet +- Low water 29 Feet +-

9. List outstanding features of area (deep water, view, protected from winds, etc.)

Deep water and view

10. List negative features of area (exposed to strong winds, high bank, boat waves, extremely shallow, etc.)

11. Are you sub-leasing or do you intend to do so on any portion of the lease area? no

The enclosed application fee is subject to forfeiture if I fail to accept the lease offered and pay the first period rental as determined by the Department of Natural Resources.

*See Reverse Side for Plat Instructions

All answers and statements are true and complete to the best of my knowledge. I understand that untruthful or misleading statements are cause for rejection of this application.

Dated at Bremerton, Washington this 12th day of December A.D., 1979

FOR OFFICE USE ONLY

Amount received: \$ 10.00 Date 12-28-79Application No. 2523Grant: 25 Init. Area 29Name desired on lease Franklin R. Cooper/John C. VerhelstSignature Franklin R. Cooper John C. VerhelstAddress Drawer TT, Wycoff StationBremerton, WA Zip 98310Telephone No. 206 377-0046

SCHEDULE A

Effective Policy No: E-15569
Date: January 8, 1976 at 8:00 a.m.

Amount of liability: \$ 20,500.00
Premium: \$ 128.25

1. INSURED

JOHN C. VERHELST and DIANNE L. VERHELST, his wife, as to an undivided one-half interest; and FRANKLIN R. COOPER and PATRICIA J. COOPER, his wife, as to an undivided one-half interest

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN
Linda S. Green, as her separate property

3. ESTATE, LIEN OR INTEREST INSURED

Fee simple estate.

4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS ISSUED
An undivided one-half interest in the following described tract:

—> Lot 11, and the North 60 feet of Lot 10, Supplemental Plat of Bay View Garden Tracts, as per plat recorded in Volume 5 of Plats, Page 19, records of Kitsap County;

Situate in Kitsap County, Washington.

FRANK COOPER
REID REALTY

204778

5/19

SUPPLEMENTAL PLAT
OF
DAY VIEW GARDEN TRACTS
AN ADDITION TO
KITAP COUNTY, WASHINGTON.

Scale: 1 inch = 50 feet.

REMARKS

This "Supplemental Plat of Day View Garden Tracts" comprises all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Day View Garden Tracts as recorded on page 94, volume 4 of Plats in the office of the Auditor of Kitsap County and also that certain portion of Government Lot 7, T11N, R24E, S1E, Range 1 East, T11N, R24E, S1E, lying between Government number line and the inner harbor line as established by the State of Washington, and east of a line running due from a point in the South line of said Government lot 7, 414 feet West of the Southeast corner thereof.

TESTIMONY OF ENGINEER

I, J. L. Berry, do hereby certify that this Supplemental Plat of Day View Garden Tracts is based on a true and correct survey of the original plat of Day View Garden Tracts conforming to original stakes as found on the ground and to above mentioned portion of Gov't Lot 7 as computed from the original North boundary of said plat and the location of the Inner Harbor Line as established by the Board of State Land Commissioners on December 1, 1911. Also that all lot corners are staked on the ground except the outer corners on the Harbor Line.

J. L. Berry
Engineer

REBIRAZIONE

Know all men by these presents, that The Western Gas Company of Washington, a corporation, organized and existing under the laws of the State of Washington, owner in fee simple of the above described tracts, by Nathan L. Jones, its president and Sharley Stewart, its secretary, does hereby declare this plat and dedicate to the use of the public forever all roads shown hereon.

In witness whereof, we have hereunto set our hands and seal this 29th day of September, A.D. 1931.

The Western Gas Company of Washington

Nathan L. Jones,
President.
Sharley Stewart
Secretary.



ATTESTATION

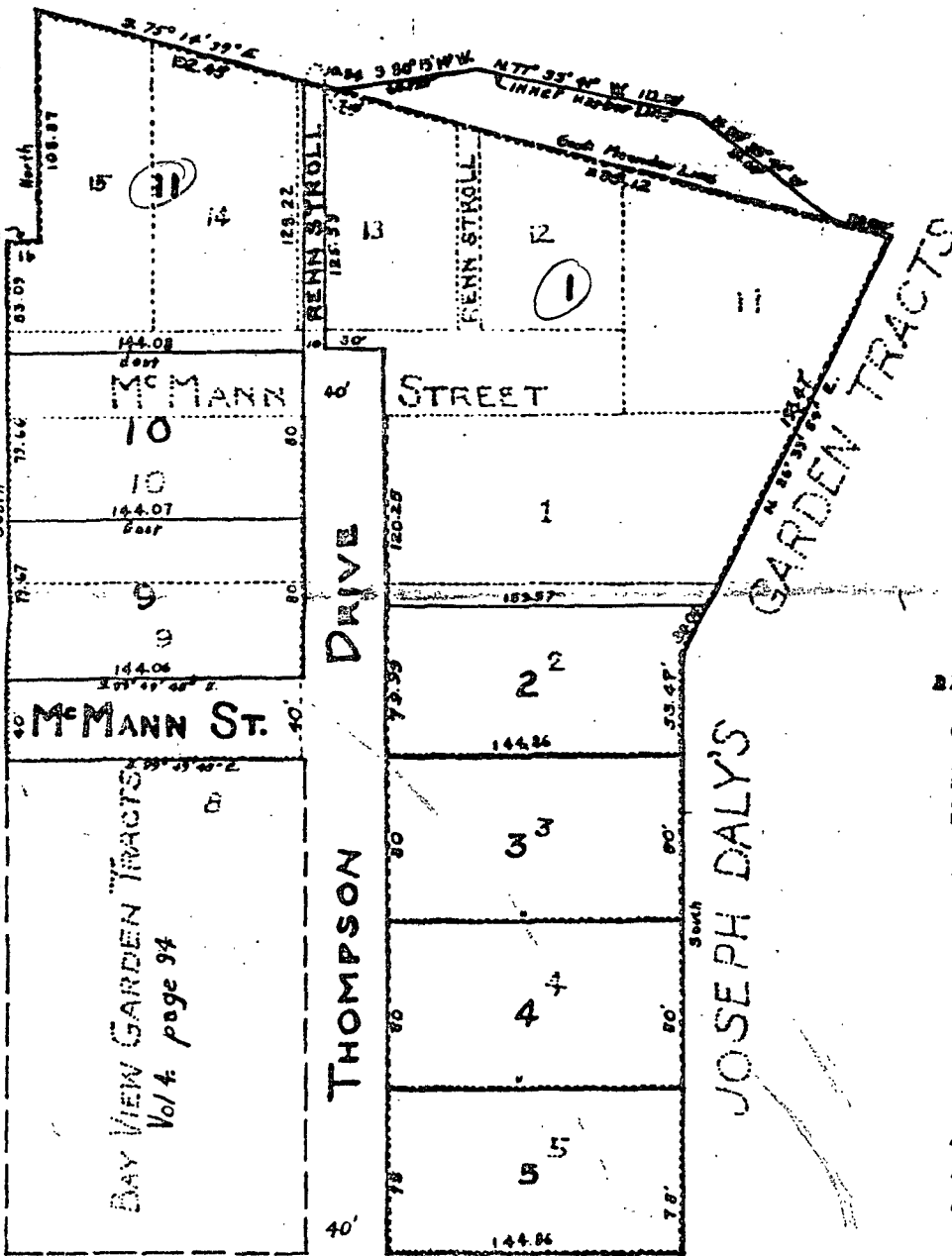
State of Kansas | S.S.
County of Saline |

This is to certify that on this 29th day of September, A.D. 1931, before me the undersigned a notary public, personally appeared Nathan L. Jones and Sharley Stewart, president and secretary respectively of The Western Gas Company of Washington, to me known to be the officers of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the use and purpose therein mentioned, and on oath swear that they were authorized to execute said instrument and the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and seal of this 29th day of September, A.D. 1931.



H. Latowm
Notary Public in and for the State of Kansas,
residing at Saline, Kansas.
By commission expires Dec. 15, 1932.



Note: Original Street and Lot Lines Shown dotted.

Examined and approved by the Board of County Commissioners this 7th day of December, A.D. 1931.



John Carlson
Chairman of Board.

Attest:- J. M. Peterson
Clerk of the Board.

Filed for record at request of Kitsap County Engineer December 23, A.D. 1931, and 40 minutes past 6 o'clock P. M., and recorded in Volume 5 of Plats, page 19, records of Kitsap County, Washington.

By Margaret M. Peterson
County Auditor.

J. M. Peterson
County Auditor.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WA 98504

ABSTRACT OF

APP. NO. HA 2523

County K. Is. Co. Plate No. _____

Area SPS

Date 9-15-80

Applicant: Franklin R. Cooper and John C. Verhelst

Address: Drawer T1, Wycoff Station

Bremerton, WA 98310

Purpose of Application: _____

Term Requested: 10 yrs

Land Classification HA

Adjacent Upland Description: _____

Abutting Land Owner: Applicant

Date of Upland Patent (if available): _____

Improvements & Value: _____

Improvements claimed by: _____

Previous Transactions and Encumbrances of Record: HA 2141

Harbor Area Exhibit (where applicable): old exhibits brought forward

Port Recommendations (where applicable): no objections

DNR Use Allocation Designation: _____

SEPA REQUIREMENTS:

(1) Checklist (new construction): _____

(2) Declaration of Environmental Impact: _____

(3) Lead Agency: State () Local ()

SHORELINE REQUIREMENTS

(1) Shoreline Management Application Number: _____

(2) Shoreline Management Permit Issued: yes () No () Exempt ()

Date of Issuance: _____

U.S. Army Public Notice: _____

U.S. Army Permit Issued: _____

LEASE DESCRIPTION ON REVERSE SIDE

(OVER)

LEASE DESCRIPTION

All harbor area lying in front of Tracts 1 and 11 and Intervening Renn Stroll, Supplemental Plat of Bay View Garden Tracts in Government Lot 7, Section 11, and Government Lot 1, Section 14, Township 24 North, Range 1 East, W. M., lying between two lines produced at right angles across the harbor area to the outer harbor line, one passing through the meander corner of said Sections 11 and 14, and the other through the point of intersection of the west line of said Tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington, and as shown on Exhibit "A" attached hereto.

RENTAL SCHEDULE

LEASE NO. _____

APPLICATION NO. _____

OLD VALUATION _____

OLD RENTAL _____

NEW VALUATION _____

NEW RENTAL _____

PERCENTAGE _____

DUE DATE _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO
277826

CONTROL NUMBER

22 2523

DATE

03/02/89

CODE

19-2

SOURCE

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE A
WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED
FROM

JACK CHAMPION

AMOUNT

RECEIVED

THREE THOUSAND ONE HUNDRED SEVENTY AND 51/100

\$

3,170.51

DESCRIPTION

RENT, LHT AND INTEREST

CASH RECEIPT
NUMBER

277826

BY

CASHIER

DK

INVOICE NUMBER

CODE

DISTRICT

13

AL

CODE

COUNTY

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST.

CO.


PORT

ACCOUNT

AMOUNT

Man
3/6/89

Formula Rent

2523  5/16/90

Port Washington Narrows HA leases

2.12 AC.	2332	\$4,300/yr. + \$553 LHT	Exempted	4/29/75
.79 AC.	2396	\$1,580/yr. + \$204 LHT	"	5/76
.45 AC.	2399	\$650/yr. + \$83 LHT	"	5/76
<u>1.88 AC.</u>	<u>2523</u>	<u>\$2,810/yr. + \$361 LHT</u>	"	<u>12/79</u>
5.24 AC.		\$9,340 \$1,201		

open water: Marina constructed { 2332 assigned 6/76 for \$20,000
 2332/2396 loan Sec. Agree. 6/81 \$103,400 - 3 yr. term
 2332/2396/2523 assigned 5/83 for \$157,500
 2399 assigned 5/83 for \$180,000
 2332/2396/2399/2523 loan Sec. Agree. 6/83 for \$1,600,000 - 1 yr. term
 2332/2396/2399 condiminimized 12/83
 " " " Marina constructed 1983/1984 on these 3 leases
 open water { 2523 loan Sec. Agree. 5/87 for \$150,000 - 1 yr. term
 2523 assigned 7/87 for \$150,000



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BRIAN BOYLE
Commissioner of Public Lands

September 18, 1989

OLYMPIA, WA 98504
EXPIRATION NOTICE

Mr. Jack T. Champion
1214 Warren Avenue North
Seattle, WA 98109

Dear Mr. Champion:

Your lease issued under No. 22-002523 expired December 8, 1989.

Marking one of following alternatives and returning this form, will allow us to begin processing your request in a timely manner.

- ☐ Intend to let our lease expire. Please start the closeout process.
- ☐ Wish to renew our lease. Enclosed is the completed application form and \$25.00 application fee.
- ☐ Need more information. Please call Larry Ledgerwood, at telephone number (206) 586-6373.

Enclosed for your convenience are an extra copy of this letter, an application form, and a self-addressed return envelope.

A prompt response will enable us to provide a better service to your request.

Sincerely,

C. Schippers
Division of Aquatic Lands

cs
Enclosures
c: 22-002523

C4 22002523.EXP



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WA 98504

IF YOU HAVE QUESTIONS CALL LEASE
ADMINISTRATOR AT (206)753-7158

SUB	
SOURCE	ITEM AMOUNT
0161	27.85

PLEASE PAY THIS TOTAL AMOUNT \$27.85

CONTROL	INV.	ITEM	FND	SRC	SUBS	TRST	AREA	CNTY	PORT	ACCT	AMOUNT
22-002523	145180		02R	402	0161	25	13	18	06	1140	8.91
22-002523	145180		041	402	0161	25	13	18	06	1140	5.57
22-002523	145180		043	402	0161	25	13	18	06	1140	13.37
										TOTAL	27.85



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BRIAN BOYLE
Commissioner of Public Lands

OLYMPIA, WA 98504

DEFAULT ADVISORY

January 30, 1989

CERTIFIED MAIL

Jack T Champion
1214 Warren Avenue North
Seattle, WA 98119

Under your agreement with us, No. 22-002523, \$3,142.66 was due on 12/8/88. Our previous notifications continue to remain unanswered and we still have not received payment on your account.

As of 1/30/89 the status of your account is as follows:

Annual rent 12/8/88 12/8/89	\$ 2,785.06
Leasehold tax	357.60
Interest	27.85

Total amount due	\$ 3,170.51

If full payment is not received by 3/1/89, we will be compelled to declare the lease in default according to the terms of your contract.

Please contact me immediately at (206) 586-6371.

Terry Roswall, Lease Administrator
Division of Aquatic Lands

c: 22-002523
M. Wendling, Fiscal
Third Notice



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BRIAN BOYLE
Commissioner of Public Lands

OLYMPIA, WA 98504

January 5, 1989

BILLING REMINDER

Jack T. Champion
1214 Warren Ave North
Seattle, WA 98119

Dear Sir/Madam:

Under your agreement with us, No. 22-002523, \$3,142.66 was due on 12/08/88.

At this time our records do not show that payment has been received and this amount is now past due. Please be advised, that delinquent accounts place the agreement in default status and will be charged interest at the rate of 1% per month.

If you have any questions contact Terry Roswall, your lease administrator, at (206) 586-6371.

c: File #22-002523
Inv. #141099
M. Wendling, Financial

MEMORANDUM

TO: Files
FROM: Valjean
SUBJECT: 2nd Notices

7/14
1 copy of assignment
mailed out

to
Jack Champion
1214 Warren Ave
Seattle, WA 98109

7

On December 21, 1987 a 2nd notice was sent for file no. 22-2523 for the amount of \$ 3,061.98.

PS Form 3811, July 1983 447-845

2523

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:
Port Wash. Properties, Inc.
Attn: Jack T. Champion
1214 Warren Ave N
Seattle, WA 98109

4. Type of Service:	Article Number
<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured <input type="checkbox"/> COD P 456 056 872

Always obtain signature of addressee or agent and **DATE DELIVERED.**

5. Signature - Addressee
X *[Signature]*

6. Signature - Agent
X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

QUEEN ANNE
1987
MA
SEATTLE
WA
USPS

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-845

2523

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☒ Restricted Delivery.

3. Article Addressed to:
Port Washington Properties, Inc.
Attn: Jack T. Champion
1214 Warren Ave N
Seattle, WA 98109

4. Type of Service:	Article Number
<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured <input type="checkbox"/> COD P 456 056 871

Always obtain signature of addressee or agent and **DATE DELIVERED.**

5. Signature - Addressee
X *[Signature]*

6. Signature - Agent
X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

QUEEN ANNE
1981
MA
SEATTLE
WA
USPS

DOMESTIC RETURN RECEIPT

P 456 056 871

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO
250456

CONTROL NUMBER

22 02523

DATE

12/28/87

CODE

19-2

SOURCE

1

IF THESE MONEYS DOES NOT CONSTITUTE A
REOR MODIFICATION OF ANY CONTRACTUAL
WENT OR OTHER RIGHTS OF THE STATE OF
AGTON.

ED

JACK T CHAMPION

AMOUNT

RECEIVED: THREE THOUSAND SIXTY-ONE AND 98/100

\$

3,061.98

DESCRIPTION

RENT & LHT

CASH RECEIPT
NUMBER

50456

BY

CASHIER

INVOICE NUMBER

CODE

DISTRICT

CODE

COUNTY

13

AL

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST

CO

PORT

ACCOUNT

AMOUNT



Department of Natural Resources
OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

April 7, 1987

CERTIFIED MAIL

Port Washington Properties, Inc.
1214 Warren Avenue North
Seattle, WA 98104

Dear Sir/Madam:

We received a notice of cancellation of your \$4,000.00 bond. We need to respond to your insurance company to release our interest in your bond. However, before we can do that your lease must have security either in the form of a bond, savings account assignment, or letter of credit. The letter of credit has recently been approved to use in the enclosed format. It must be typed on the banks letterhead paper, if you choose that form of security.

Please notify us immediately of your plan of action.

Sincerely,

Terry Roswall, Lease Administrator
Division of Aquatic Lands

nr

Enc.

c: Bob Hoyer

22-002523

Corroon & Black - Seattle

2632 2

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO

239791

CONTROL NUMBER

22

2523

DATE

June 23, 1987

CODE

19-2

SOURCE

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE A
WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED

FROM

Jack Champion

AMOUNT

RECEIVED

Twenty five and no/100-----

\$

25.00

DESCRIPTION

Assignment fee

CASH RECEIPT
NUMBER

239791

BY

CASHIER

INVOICE NUMBER

CODE

DISTRICT

CODE

COUNTY

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST

CO

PORT

ACCOUNT

AMOUNT

041

425

6022

13

18

1300

25.00

ACCOUNTS RECEIVABLE SUBSIDIARY LEDGER FOR AIMS APPLICATIONS 12-26-86

CONTROL # NAME OF APPLICANT APPLICATION START-END ACCT AR/D/U TERM
22-002523 PORT WASHINGTON PROPERTIES, 12-08-1979 12-08-1989 1140 13 0 0

DATE	DOCU #	TYPE	SUBS	DEBIT	CREDIT	BALANCE	SUSPNS	APPLIED	BILDUE
831216	004055	JD	0180	1,317.18-		2,312.36			840116
831216	004055	JD	9089	169.13-		2,143.23			840116
840119	175273	CR	0180		1,899.35	243.88		175273	
840119	175273	CR	9089		243.88	.00		175273	
850116	085160	IB	0160	1,743.00		1,743.00			850215
850116	085160	IB	9089	223.80		1,966.80			850215
850225	194744	CR	0160		1,743.00	223.80		194744	
850225	194744	CR	9089		223.80	.00		194744	
851113	094700	MB	0160	2,257.33		2,257.33			851208
851113	094700	MB	9089	289.84		2,547.17			851208
851231	209628	CR	0160		2,257.33	289.84		209628	
861106	108006	MB	0160	2,767.00		3,056.84			861208
861106	108006	MB	9089	355.28		3,412.12			861208

645.12 L# tax due

ACCOUNTS RECEIVABLE SUBSIDIARY LEDGER FOR AIMS APPLICATIONS 12-26-86

CONTROL # NAME OF APPLICANT APPLICATION START-END ACCT AR/D/U TERM
22-002523 PORT WASHINGTON PROPERTIES, 12-08-1979 12-08-1989 1140 13 0 0

PAYMENTS RECEIVED OTHER THAN FOR BILLINGS

DATE	DOCU #	TYPE	SUBS	DEBIT	CREDIT	ACCT	SUSPNS	APPLIED
801121	122144	CR	0000		2,508.80	1201	122144	810120
801230	123481	CR	0000		2,508.80	1201	123481	810120

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO

238710

CONTROL NUMBER

22

2523

DATE

June 3, 1987

CODE

19-2

SOURCE

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE A
WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED

FROM

●
Jack Champion

DK

AMOUNT

RECEIVED

Three thousand five hundred eighty two and 35/100

3582.35

DESCRIPTION

Rent and LHT and interest

CASH RECEIPT

NUMBER

238710

BY

CASHIER

DK

INVOICE NUMBER

CODE

13

DISTRICT

AL

CODE

COUNTY

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST

CO

PORT

ACCOUNT

AMOUNT

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
 OLYMPIA, WASHINGTON

CASH RECEIPT NO.
238709

CONTROL NUMBER

DATE

CODE

SOURCE

22 ~~00~~

2523

June 3, 1987

19-2

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE A
 WAIVER OR MODIFICATION OF ANY CONTRACTUAL
 AGREEMENT OR OTHER RIGHTS OF THE STATE OF
 WASHINGTON.

RECEIVED

FROM

Jack ~~Champion~~ Champion

AMOUNT

RECEIVED

Twenty five and no/100-----

\$ 25.00

DESCRIPTION

~~Assignment fee~~ Assignment fee

CASH RECEIPT
 NUMBER

238709

BY

CASHIER

INVOICE NUMBER

CODE

DISTRICT

CODE

COUNTY

13

~~25~~

AL

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST

CO

PORT

ACCOUNT

AMOUNT

041

425

6021

25

13

18

1300

25.00



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BRIAN BOYLE
Commissioner of Public Lands

OLYMPIA, WA 98504

DEFAULT ADVISORY

May 14, 1987

CERTIFIED MAIL

Port Washington Properties, Inc.
Attn: Mr. Jack T. Champion
1214 Warren Ave N
Seattle, WA 98109

Under your agreement with us, No. 22-002523, \$3,412.12 was due on December 8, 1986. Our previous notifications continue to remain unanswered and we still have not received payment on your account.

As of May 8, 1987 the status of your account is as follows:

Annual rent for December 8, 1986 to December 8, 1987	\$2,767.00
Leasehold tax for December 8, 1985 to December 8, 1987	645.12 (2 years)
Interest	<u>170.23</u>
Total amount due	\$3,582.35

If full payment is not received by June 8, 1987, we will be compelled to declare the lease in default according to the terms of your contract.

Please contact me immediately at (206) 586-6371.

Terry Roswall, Lease Administrator
Division of Aquatic Lands

ms

c: 22-002523/
Hartford Accident & Indemnity Co.
Mr. Michael R. Mastro & Ms. Joan K. Mastro

MS DEF3

Department of Natural Resources

OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

April 7, 1987

CERTIFIED MAIL

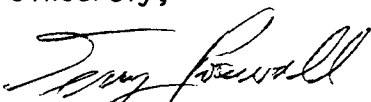
Port Washington Properties, Inc.
1214 Warren Avenue North
Seattle, WA

Dear Sir/Madam:

We received a notice of cancellation of your \$4,000.00 bond. We need to respond to your insurance company to release our interest in your bond. However, before we can do that your lease must have security either in the form of a bond, savings account assignment, or letter of credit. The letter of credit has recently been approved to use in the enclosed format. It must be typed on the banks letterhead paper, if you choose that form of security.

Please notify us immediately of your plan of action.

Sincerely,



Terry Roswall, Lease Administrator
Division of Aquatic Lands

nr

Enc.

c: Bob Hoyser
22-002523
Corroon & Black - Seattle

2632 2

Fold at line over top of envelope to the right
of the return address.

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address.

2. ☐ Restricted Delivery.

3. Article Addressed to:

Port Washington Properties, Inc.
1214 Warren Avenue North
Seattle, WA 98109

4. Article Number

P-584 246 551

Type of Service:

☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee

X

6. Signature — Agent

X

7. Date of Delivery

8. Addressee's Address (*ONLY if requested and fee paid*)



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BRIAN BOYLE
Commissioner of Public Lands

OLYMPIA, WA 98504

December 26, 1986

BILLING REMINDER

Port Washington Properties, Inc.
1214 Warren Ave N
Seattle, WA 98109

Under your agreement with us, No. 22-002523, \$3,412.12 was due on December 8, 1986.

At this time our records do not show that payment has been received and this amount is now past due.

If you have any questions contact Richard V. Heggen, your Lease Administrator, at (206) 586-6373.

c: #22-002523
Second Notice

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO.

209628

CONTROL NUMBER

22

2523

DATE

December 31, 1985

CODE

19-2

SOURCE

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE A
WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED

FROM

● Port Washington Properties

AMOUNT

RECEIVED

Two Thousand Two Hundred Fifty Seven and 33/100-----\$ 2,257.33

DESCRIPTION

Noncom Rental

BY

CASHIER

CODE

13

DISTRICT

MLM

CODE

COUNTY

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST

CO

PORT

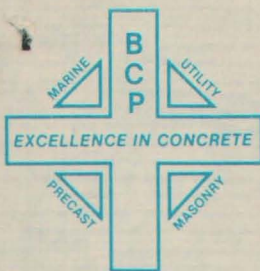
ACCOUNT

AMOUNT

CASH RECEIPT

NUMBER

209628



BREMERTON CONCRETE PRODUCTS

1850 - 15TH STREET / BOX 86 - BREMERTON, WA 98310 (206) 377-4444

Bob H.
FYI

file 23
#25 Bx

November 5, 1985

Mr. John De Meyer, Manager
Division of Marine Land Management
Dept. of Natural Resources
Olympia, WA 98504

Re: State aquatic land lease of Port of Washington
Properties, Inc. (#22-002523)

Dear John:

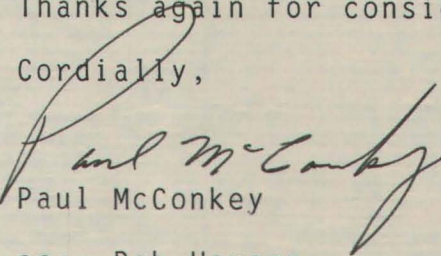
Thank you for replying to my letter.

I have looked into the available harbor area immediately south of Service Fuel's dock, and find it would appear to be not impossible, but probably not economically feasible.

I will make a drawing for Bob of the space we would need and will appreciate any help.

Thanks again for considering my request.

Cordially,


Paul McConkey

cc: Bob Hoyser

PM/ltl

RECEIVED

FEB 25 1985

DEPARTMENT OF
NATURAL RESOURCES
PORT WASHINGTON PROPERTIES, INCORPORATED
20 W Galer
Seattle, Wa. 98119
(206) 282-2400

February 15, 1985

Department of Natural Resources
Olympia, Wa. 98504

Attn. Bob Hoyser

Re: HAL #2332, #2396, #2399, & #2523

Dear Bob,

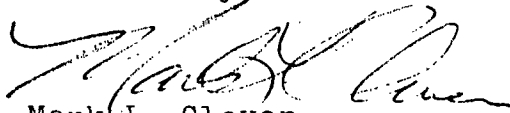
I have enclosed checks and the Lease Amendments for HAL #2332, #2396, and #2523. You will note that I corrected the Lessee's name from Port Washington Properties, Inc. to Port Washington Marina Owners' Association on HAL #2332 and #2396. This technical change was made during 1983 to reflect the fact that the marina is now owned as a condominium facility and is administered by the Owners' Association. This was done with State approval, of course.

This same technical change applies to HAL #2399, although the rental period is different and there is no accompanying paperwork with this letter.

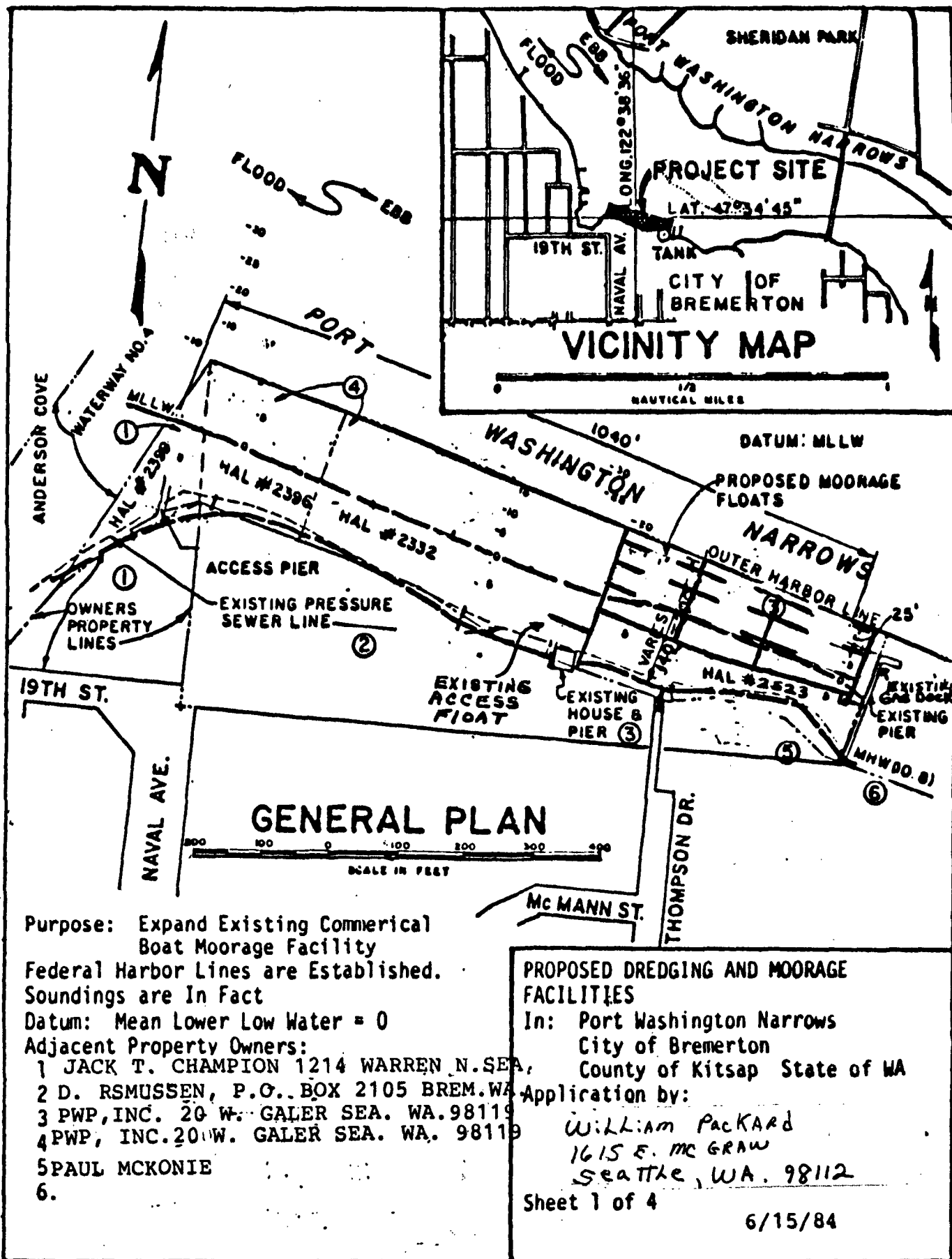
HAL #2523 is the expansion site, and is presently retained by Port Washington Properties, Inc. If you will doublecheck your paperwork at that end, you should be able to verify this. If not, contact me so we can get it squared away.

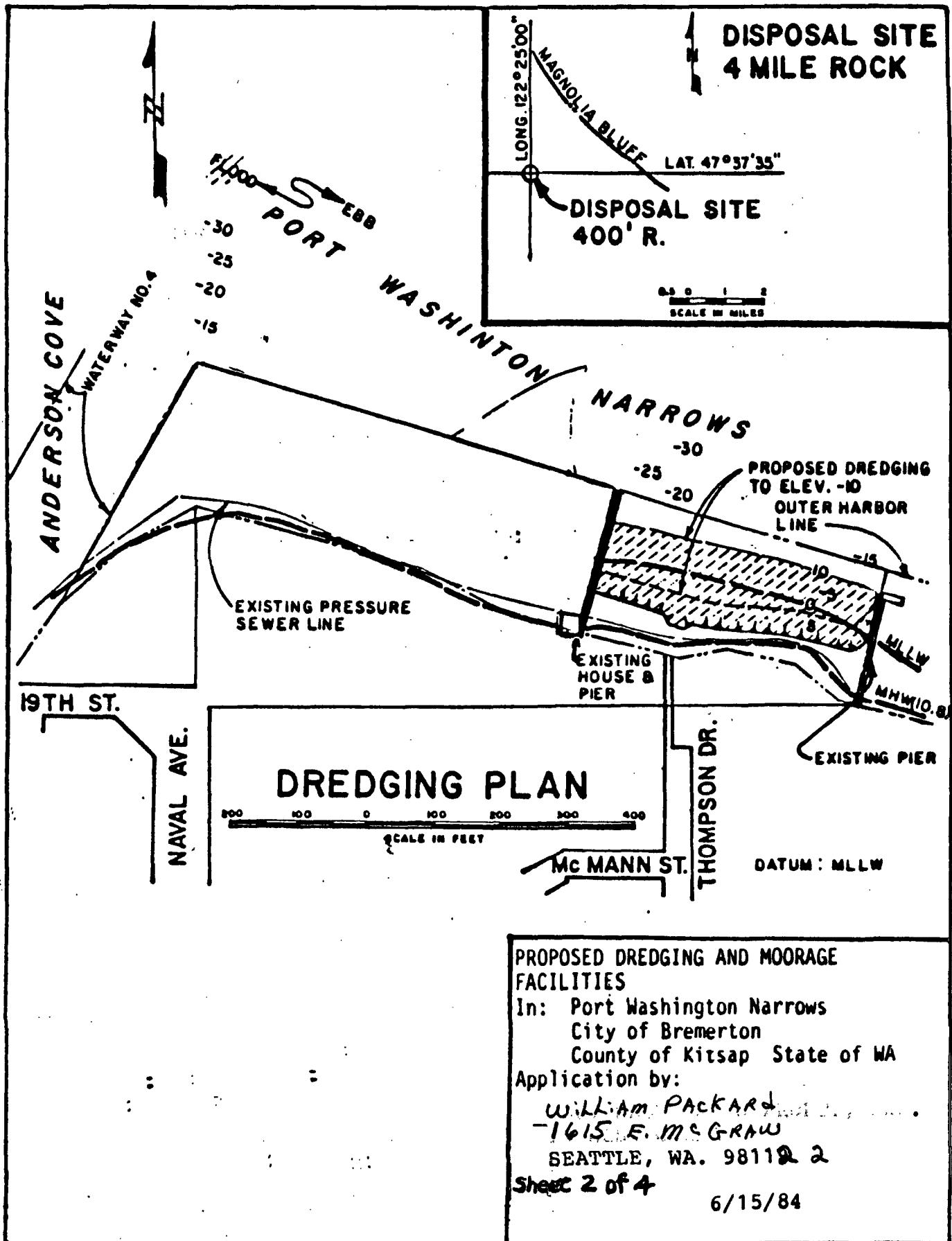
In either case, you will note that I have signed all of the paperwork since I am President of Port Washington Properties, Inc., and I am also the interim President of the Port Washington Marina Owners' Association.

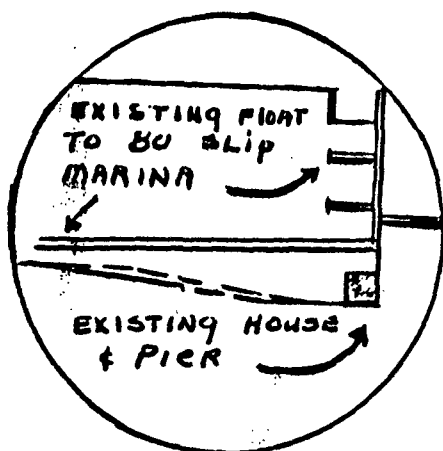
Yours truly,

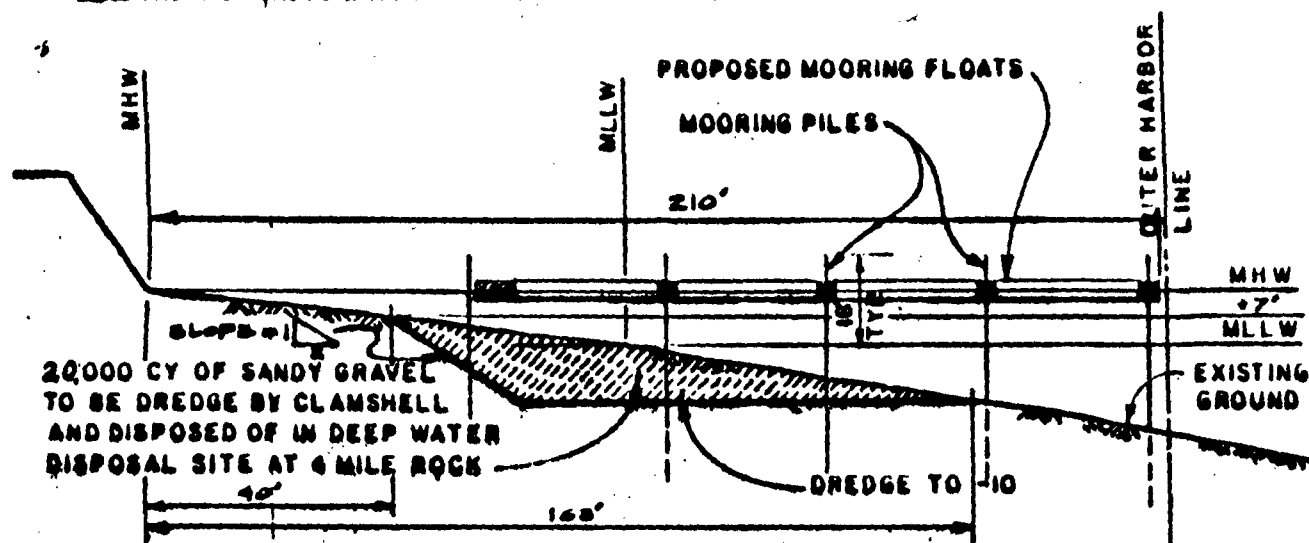


Mark L. Cleven
President



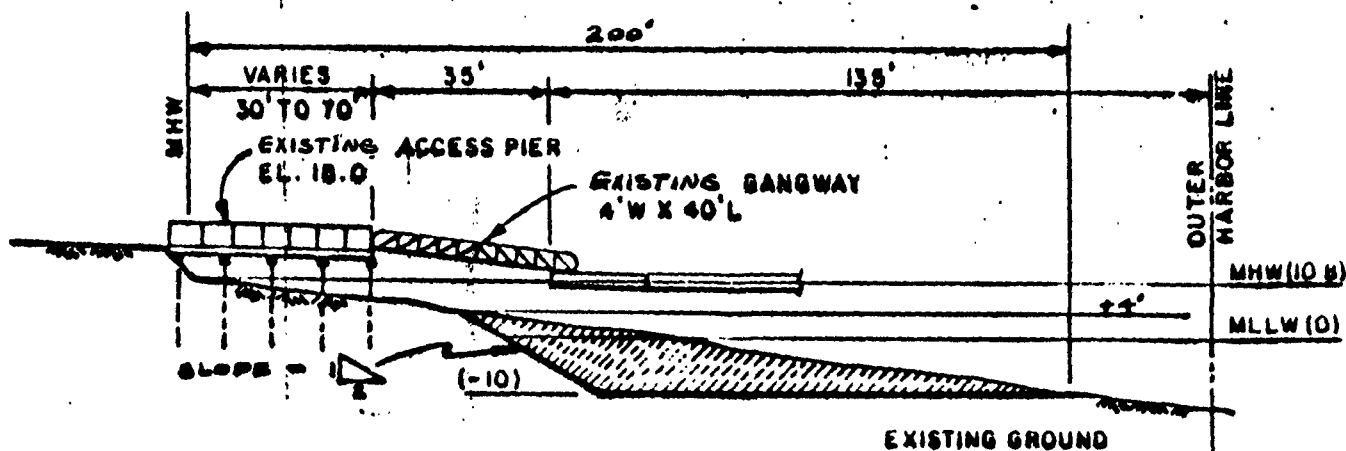






SECTION A-A

40 20 0 20 40 60 80 100
SCALE IN FEET



SECTION B-B

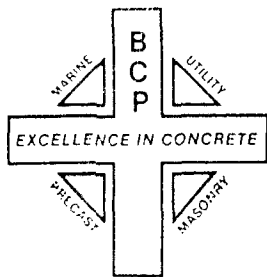
40 20 0 20 40 60 80 100
SCALE IN FEET

PROPOSED DREDGING AND MOORAGE FACILITIES

In: Port Washington Harbors
City of Bremerton
County of Kitsap State of WA
Application by:

WILLIAM PACKARD
-1615 E. MCGRAW
SEATTLE, WA. 98112
4 of 4--

6/15/84



BREMER TON CONCRETE PRODUCTS

1850 - 15TH STREET / BOX 86 - BREMER TON, WA 98310 (206) 377-4444

November 5, 1985

Mr. John De Meyer, Manager
Division of Marine Land Management
Dept. of Natural Resources
Olympia, WA 98504

Re: State aquatic land lease of Port of Washington
Properties, Inc. (#22-002523)

Dear John:

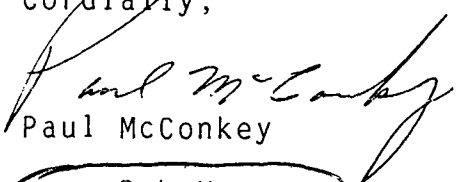
Thank you for replying to my letter.

I have looked into the available harbor area immediately south of Service Fuel's dock, and find it would appear to be not impossible, but probably not economically feasible.

I will make a drawing for Bob of the space we would need and will appreciate any help.

Thanks again for considering my request.

Cordially,


Paul McConkey

cc: Bob Hoyser

PM/ltl



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BRIAN BOYLE
Commissioner of Public Lands

October 31, 1985

OLYMPIA, WA 98504

Mr. Paul McConkey
Bremerton Concrete Products
1850 - 15th Street/Box 86
Bremerton, WA 98310

Re: State aquatic land lease to Port Washington
Properties, Inc. (#22-002523)

Dear Paul:

I have talked with Bob and Terry and reviewed the file regarding your request for a small portion of this lease for your business.

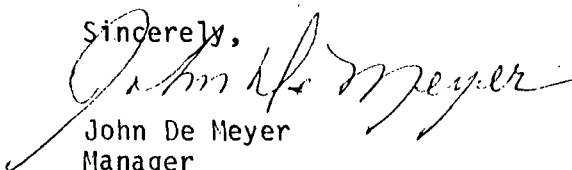
As you are aware, the lease expires in 1989. Evaluation of an application for re-lease would consider the needs of the applicant and other upland property owners needing access to the harbor; however, we've had correspondence recognizing the lessee's intent to expand current marina facilities onto the lease area. Actually, there are four leases, beginning at Anderson Cove, that make up the marina complex and the department has entered into a condominium - agreement with the lessee on all four.

Normally, the approach would be for you to acquire the portion of the leasehold you need from Port Washington Properties, Inc. through our lease - assignment process that is subject to department approval. Another option, would be to sublease from our lessee, again, subject to approval.

I have asked Bob to contact our lessee regarding their development plans to see if they might have room to accommodate your use, since you indicated only a small portion would be needed. He will need a drawing from you that shows the area you have in mind.

I also understand you were going to look over the available Harbor Area immediately south of Service Fuel's dock lease. Should that prove satisfactory, please feel free to contact Bob or Terry regarding the permit needs, procedure and scheduling for an aquatic lease.

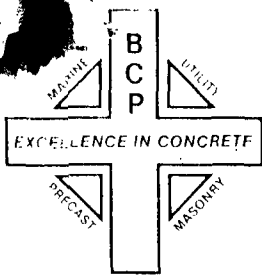
Sincerely,


John De Meyer
Manager

Division of Marine Land Management

JD/bhn

2623 241



BREMERTON CONCRETE PRODUCTS

1850 - 15TH STREET / BOX 86 - BREMERTON, WA 98310 (206) 377-4444

October 3, 1985

Bob H.
Bob, full name

Mr. John DeMeyer
Marine Lands Division Manager
Department of Natural Resources
Olympia, WA 98504

Dear John:

I am the owner of Bremerton Concrete Products and own a piece of waterfront commercial property on Port Washington Narrows in Bremerton, Washington. We own the property between Thompson Drive and Pennsylvania Avenue, but do not have the state lease in front of our property. It is your harbor area lease number 2523, which is presently, I believe, controlled by Port Washington Narrows Marina.

We are a manufacturer of concrete floats (I have included a brochure) and are desirous of increasing our business by having the ability to load barges at our waterfront site. We have, on several occasions, tried to talk to our adjoining neighbors but without much success. The purpose of my letter is to inform you of our desire and ask for your assistance if there is any way the State can help us in obtaining the use of a small portion of our waterfront for commerce around Washington and Alaska.

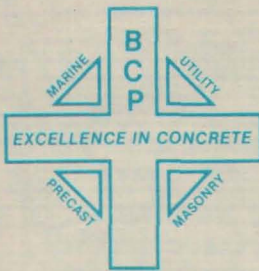
I have taken the time to talk to your representatives, Bob Hoyser and Terry Roswall, and have given them, I think, most of the particulars but I wanted to write you personally to go on record with this request.

Very cordially,

Paul McConkey
Paul McConkey

PM/aar

Enclosure



BREMERTON CONCRETE PRODUCTS

1850 - 15TH STREET / BOX 86 - BREMERTON, WA 98310 (206) 377-4444

October 3, 1985

Bob H.
Bob, fill me in.
Se

Mr. John DeMeyer
Marine Lands Division Manager
Department of Natural Resources
Olympia, WA 98504

Dear John:

I am the owner of Bremerton Concrete Products and own a piece of waterfront commercial property on Port Washington Narrows in Bremerton, Washington. We own the property between Thompson Drive and Pennsylvania Avenue, but do not have the state lease in front of our property. It is your harbor area lease number 2523, which is presently, I believe, controlled by Port Washington Narrows Marina.

We are a manufacturer of concrete floats (I have included a brochure) and are desirous of increasing our business by having the ability to load barges at our waterfront site. We have, on several occasions, tried to talk to our adjoining neighbors but without much success. The purpose of my letter is to inform you of our desire and ask for your assistance if there is any way the State can help us in obtaining the use of a small portion of our waterfront for commerce around Washington and Alaska.

I have taken the time to talk to your representatives, Bob Hoyser and Terry Roswall, and have given them, I think, most of the particulars but I wanted to write you personally to go on record with this request.

Very cordially,

Paul McConkey
Paul McConkey

PM/aar

Enclosure



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BRIAN BOYLE
Commissioner of Public Lands

OLYMPIA, WA 98504

November 7, 1985

Mr. Jack Champion
1214 Warren Avenue North
Seattle, Washington

Dear Mr. Champion:

Regarding your inquiry as to lease assignment from Port Washington Properties, Inc. to William H. Packard, we would require the following:

- Completed assignments in duplicate.
- \$4,000 bond in name of assignee.
- Plan of Development and Operation (example attached).
- If a loan security were involved, we would require execution in triplicate.

Is Mr. Packard anticipating being assignee as an individual or represented by a corporation, partnership, etc.?

If you have further questions please call this office at (206) 754-1819.

Sincerely,

Terry Roswall, Lease Administrator
Division of Marine Land Management

TR/nr

2624 03

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO.
194744

CONTROL NUMBER

DATE

CODE

SOURCE

22 02523

Feb 25, 1985

19-7117

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE A
WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED

FROM

●Port Washington Marina

AMOUNT

RECEIVED:

One Thousand Nine Hundred Sixty Six and 80/100-

\$1,966.80

DESCRIPTION

Annual rental + leasehold tx

BY

BIB
CASHIER

CODE

13

DISTRICT

MLM

CODE

COUNTY

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST.

CO.

PORT

ACCOUNT

AMOUNT

CASH RECEIPT

NUMBER

194744



Department of Natural Resources

OLYMPIA, WASHINGTON
98504

RECEIVED

SEP 25 1985
DEPARTMENT OF
NATURAL RESOURCES

BRIAN BOYLE
Commissioner of Public Lands

January 17, 1985

Port Washington Properties, Inc.
20 West Galer
Seattle, WA 98119

Dear Lessee:

Your lease, No. HA-2523, is scheduled for a rent adjustment as of December 8, 1984 under the procedures set forth in your lease agreement. The application of these procedures will result in an annual rental of \$13,879.00 for the period December 8, 1984 to December 8, 1985.

Recent legislation which went into effect on October 1, 1984, is intended to foster water dependent and historic water oriented uses. To do this a uniform formula for establishing rent has been created. A copy of that law along with the Department's implementing regulations is enclosed. Applying these new procedures to your lease would result in an annual rental of \$2,743.00 for the period December 8, 1984 to December 8, 1985.

This amount is a significant change from your previous rent of \$1,249.98 and would require a three year phase-in under the new law. The first year's rent would be \$1,743.00.

You have the choice of continuing with the procedures stated in your lease or taking advantage of the new legislation. If you elect the new formula rent, your lease must be amended to reflect the new rent calculation procedure as well as all other provisions of the new aquatic land laws. Enclosed is an Amendment for you to sign and return together with the payment of:

First Year Rent	\$1,743.00
Leasehold Tax	+ \$ 223.80
Total	\$1,966.80

If you elect to continue with your present lease language, the rent due at this time is:

First Year Rent	\$13,879.00
Leasehold Tax	+ \$ 1,782.06
Total	\$15,661.06

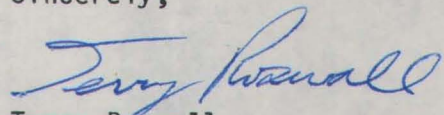
Please pay by February 15, 1985. Make checks payable to Department of Natural Resources. Please put your lease number on the check and send it, together with

Port Washington Properties, Inc.
January 17, 1985
Page 2

a copy of this letter, to: Department of Natural Resources, QW-21, Olympia, Washington 98504. All amounts 30 days past due will be charged a 1% monthly penalty fee.

Thank you for your cooperation. If you have any questions concerning your lease, please contact me at (206) 754-1819.

Sincerely,



Terry Roswall
Marine Land Management Division

mn
Enclosure

c: File #HA-2523

1231 353-4

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

Amendment to Lease No. HA-2523

WHEREAS, the Lessee, Port Washington Properties, Inc., requests that the annual rental and other conditions of the above lease be amended to reflect certain provisions of Chapter 221, Laws of 1984; it is, therefore,

AGREED:

1) That clauses 2.1, 3.1, 3.3 and 6.9 are deleted and substituted with the following clauses:

Clause 2.1 Permitted use. The Lessee shall have use of the premises for:

A marina

Clause 3.1 Rent.

a) Annual Rent. Annual rent in the amount of \$2,743.00, as determined by the Lessor in accordance with Chapter 221, Laws of 1984 (RCW 79.90.450 - .902), or as amended by subsequent legislation, is due and payable in advance by the Lessee to the Lessor and is the essence of this lease, and is a condition precedent to the continuance of this lease or any rights thereunder. Payment is to be to the Department of Natural Resources, Olympia, Washington, 98504.

b) Inflation Adjustment. Annual rent shall be adjusted each year according to the change in the Producer Price Index, as provided by regulations of the Department of Natural Resources.

c) Interest Penalty for Past Due Rent Balances. A one percent (1%) charge, per month, shall be due to Lessor, from Lessee, on any rent balance which is more than thirty (30) days past due.

Clause 3.3 Revaluation of Rent. The annual rent for this lease shall be subject to revaluation by the Lessor four (4) years from the effective date of this amendment and each (4) four years thereafter in accordance with RCW 79.90.480 or as amended by subsequent legislation.

2) That a clause be added to read as follows:

Clause 6.9 Security. The Lessee shall furnish a surety bond in the amount of \$4,000.00, as determined by the lessor as a guarantee of the faithful performance of the conditions and terms prescribed in this lease. Security other than a surety bond may be substituted if first approved in writing by Lessor.

The Lessee expressly agrees to all covenants herein and for any payments hereinbefore specified.

The effective date of this amendment is December 8, 1984.

Executed this _____ day of _____, A.D. 19____.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

JOHN DE MEYER, MANAGER
Marine Land Management Division
For BRIAN J. BOYLE, Commissioner

Signed this 15th day of FEBRUARY, A.D. 1985.

PORT WASHINGTON PROPERTIES, INC.

By [Signature]

20 West Galer
Seattle, WA 98119



Department of Natural Resources

OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

September 6, 1985

Port Washington Marina
1805 Thompson Drive
Bremerton, Wa 98310

Attention: Gaze Durst

RE: Bonds for Lease No. 22-002523, 22-002332 and 22-002396

Dear Mr. Durst:

Enclosed is a copy of the Rider and Increase Rider forms for each of the above referenced leases.

Sincerely,

Pam Donnelly, Lease Administrator
Division of Marine Land Management

PD/nr
Enclosure

c: 20-002523, 20-002332, 22-002396

2623 27



Department of Natural Resources

OLYMPIA, WASHINGTON

98504

BRIAN BOYLE
Commissioner of Public Lands

September 23, 1985

Mark L. Cleven, President
Port Washington Properties, Inc.
20 West Galer
Seattle, WA 98119

Re: Aquatic lease No. 22-002523

Dear Mark:

You had called Terry Roswall to let him know that a Darold Stenson, of 1214 Warren No., Seattle, now owned Port Washington Properties, Inc., through a stock purchase, I believe.

In checking to see if we could merely execute an involuntary assignment on our end, we asked for advice from our counsel, Assistant Attorney General Anne Essko. Following are the questions we need answered per clause 5.1:

- If yours is a closed corporation, all information will be put under separate confidential file.
- What was your position, Mark? i.e., were you on the Board, an officer, did you own stock and, if so, what percentage did you own?
- What is your interest now?
- What is Stenson's position now? Is he on the Board, an officer, and what percent of the stock does he own?
- How did the transfer take place? i.e., how did you transfer your interest to Stenson?
- Has there been a name change?
- Most importantly, did Stenson gain his interest in a sale of all, or substantially all, of the assets of the Corporation? If the answer is yes, we will need a certified copy of the minutes of the Board of Director's meeting in which the Board voted to assume liability under the lease.

Finally, Mark, please send copies of the annual reports you've sent to the Secretary of State per RCW 23A.40.035.

If your answers indicate an involuntary assignment is appropriate, we can handle everything on this end.

Sincerely,

Robert G. Hoyser, Lease Administrator
Division of Marine Land Management

mn

c: Terry Roswall
Anne Essko, Assistant Attorney General
David Bortz

Equal Opportunity/Affirmative Action Employer



Department of Natural Resources
OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

August 20, 1985

CERTIFIED MAIL

Port Washington Marine
1805 Thompson Drive
Bremerton, WA 98310

Attention: Deanne D. Mueller

RE: Bonds for 22-002523, 22-002332 and 22-002396

Dear Ms. Mueller:

At this time, we have not received proper completed bond forms.

If we do not receive the bonds within 14 days of receipt of this letter, we will forward the files to the Attorney General's Office for cancellation.

If you have any questions, please call me at 754-1857.

Sincerely,

Pam Donnelly, Lease Administrator
Division of Marine Land Management

PD/nr

c: 22-002523
22-002332
22-002396

2622 212



Department of Natural Resources

OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

July 29, 1985

Port Washington Marine
1805 Thompson Drive
Bremerton, WA 98310

Attention: Deanne D. Mueller

RE: Bonds for HA-2523, HA-2332, and HA 2396

Dear Ms. Mueller:

On June 19, 1985, this office sent out bond forms for the leases referenced above. To this date we have not received those documents.

If the documents have already been mailed, please disregard this letter. If you are having problems or need more time, please write or call me at (206) 754-1857.

Sincerely,

PAM DONNELLY, Lease Administrator
Division of Marine Land Management

PD/nr

c: File #2523
File #2332
File #2396

2622 133



Department of Natural Resources
OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

June 19, 1985

Port Washington Marine
Attention: Deanne D. Mueller
1805 Thompson Drive
Bremerton, WA 98310

RE: Bonds for HA-2523, HA-2332, and HA-2396

Dear Ms. Mueller:

We are returning these forms for proper signature. Please have them signed and returned to this office as soon as possible.

Sincerely,

Terry Roswall, Lease Administrator
Division of Marine Land Management

rw
enc

c: Files HA-2523
HA-2332
HA-2396

Equal Opportunity/ Affirmative Action Employer

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BRIAN J. BOYLE, Commissioner

MEMORANDUM

TO Mark Clemen (Name) (Location)
FROM Terry Korman V (Name) (Location)
SUBJECT Bonds For Leases 2523, 2396, 2332 & 2399 DATE 9/6/85

Please obtain new bonds for Lease Nos 2396, 2332 and 2523. Also the name of the bonds should reflect the Port Washington Marina Owners' Association on all four leases.



Department of Natural Resources
OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

March 8, 1985

Port Washington Properties, Inc.
20 West Galer
Seattle, WA 98119

Dear Lessee:

Your lease under No. HA-2523 requires a new Security Bond in the amount of \$4,000.00.

Please have a new bond completed and return it to this office by April 8, 1985.

If you should have any questions feel free to contact me at (206) 754-1819.

Sincerely,

Terry Roswall
Division of Marine Land Management

p1

c: File No. 2523

RECEIVED

FEB 25 1985

DEPARTMENT OF
NATURAL RESOURCES
PORT WASHINGTON PROPERTIES, INC.
20 W Galer
Seattle, Wa. 98119
(206) 282-2400

February 15, 1985

Department of Natural Resources
Olympia, Wa. 98504

Attn. Bob Hoyser

Re: HAL #2332, #2396, #2399, & #2523

Dear Bob,


I have enclosed checks and the Lease Amendments for HAL #2332, #2396, and #2523. You will note that I corrected the Lessee's name from Port Washington Properties, Inc. to Port Washington Marina Owners' Association on HAL #2332 and #2396. This technical change was made during 1983 to reflect the fact that the marina is now owned as a condominium facility and is administered by the Owners' Association. This was done with State approval, of course.

This same technical change applies to HAL #2399, although the rental period is different and there is no accompanying paperwork with this letter.

HAL #2523 is the expansion site, and is presently retained by Port Washington Properties, Inc. If you will doublecheck your paperwork at that end, you should be able to verify this. If not, contact me so we can get it squared away.

In either case, you will note that I have signed all of the paperwork since I am President of Port Washington Properties, Inc., and I am also the interim President of the Port Washington Marina Owners' Association.

Yours truly,



Mark L. Cleven
President



Department of Natural Resources

OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

January 17, 1985

Port Washington Properties, Inc.
20 West Galer
Seattle, WA 98119

*% Darold R. J. Stevenson
1214 Warren North
Seattle, WA 98107*

Dear Lessee:

Your lease, No. HA-2523, is scheduled for a rent adjustment as of December 8, 1984 under the procedures set forth in your lease agreement. The application of these procedures will result in an annual rental of \$13,879.00 for the period December 8, 1984 to December 8, 1985.

Recent legislation which went into effect on October 1, 1984, is intended to foster water dependent and historic water oriented uses. To do this a uniform formula for establishing rent has been created. A copy of that law along with the Department's implementing regulations is enclosed. Applying these new procedures to your lease would result in an annual rental of \$2,743.00 for the period December 8, 1984 to December 8, 1985.

This amount is a significant change from your previous rent of \$1,249.98 and would require a three year phase-in under the new law. The first year's rent would be \$1,743.00.

You have the choice of continuing with the procedures stated in your lease or taking advantage of the new legislation. If you elect the new formula rent, your lease must be amended to reflect the new rent calculation procedure as well as all other provisions of the new aquatic land laws. Enclosed is an Amendment for you to sign and return together with the payment of:

First Year Rent	\$1,743.00
Leasehold Tax	+ \$ 223.80
Total	\$1,966.80

If you elect to continue with your present lease language, the rent due at this time is:

First Year Rent	\$13,879.00
Leasehold Tax	+ \$ 1,782.06
Total	\$15,661.06

Please pay by February 15, 1985. Make checks payable to Department of Natural Resources. Please put your lease number on the check and send it, together with

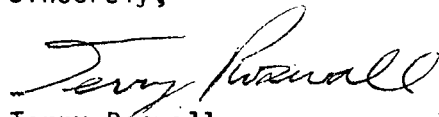
Equal Opportunity/Affirmative Action Employer

Port Washington Properties, Inc.
January 17, 1985
Page 2

a copy of this letter, to: Department of Natural Resources, QW-21, Olympia, Washington 98504. All amounts 30 days past due will be charged a 1% monthly penalty fee.

Thank you for your cooperation. If you have any questions concerning your lease, please contact me at (206) 754-1819.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry Roswall".

Terry Roswall
Marine Land Management Division

mn
Enclosure

c: File #HA-2523

1231 353-4

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Brian J. Boyle
Commissioner of Public Lands
Olympia, WA 98504

Amendment to Lease No. HA-2523

WHEREAS, the Lessee, Port Washington Properties, Inc., requests that the annual rental and other conditions of the above lease be amended to reflect certain provisions of Chapter 221, Laws of 1984; it is, therefore,

AGREED:

1) That clauses 2.1, 3.1, 3.3 and 6.9 are deleted and substituted with the following clauses:

Clause 2.1 Permitted use. The Lessee shall have use of the premises for:

A marina

Clause 3.1 Rent.

a) Annual Rent. Annual rent in the amount of \$2,743.00, as determined by the Lessor in accordance with Chapter 221, Laws of 1984 (RCW 79.90.450 - .902), or as amended by subsequent legislation, is due and payable in advance by the Lessee to the Lessor and is the essence of this lease, and is a condition precedent to the continuance of this lease or any rights thereunder. Payment is to be to the Department of Natural Resources, Olympia, Washington, 98504.

b) Inflation Adjustment. Annual rent shall be adjusted each year according to the change in the Producer Price Index, as provided by regulations of the Department of Natural Resources.

c) Interest Penalty for Past Due Rent Balances. A one percent (1%) charge, per month, shall be due to Lessor, from Lessee, on any rent balance which is more than thirty (30) days past due.

Clause 3.3 Revaluation of Rent. The annual rent for this lease shall be subject to revaluation by the Lessor four (4) years from the effective date of this amendment and each (4) four years thereafter in accordance with RCW 79.90.480 or as amended by subsequent legislation.

2) That a clause be added to read as follows:

Clause 6.9 Security. The Lessee shall furnish a surety bond in the amount of \$4,000.00, as determined by the lessor as a guarantee of the faithful performance of the conditions and terms prescribed in this lease. Security other than a surety bond may be substituted if first approved in writing by Lessor.

The Lessee expressly agrees to all covenants herein and for any payments hereinbefore specified.

The effective date of this amendment is December 8, 1984.

Executed this _____ day of _____, A.D. 19_____.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

JOHN DE MEYER, MANAGER
Marine Land Management Division
For BRIAN J. BOYLE, Commissioner

Signed this _____ day of _____, A.D. 19_____.

PORT WASHINGTON PROPERTIES, INC.

App. No. HA-2523
1231 355

By _____

20 West Galer
Seattle, WA 98119



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WA 98504

IF YOU HAVE QUESTIONS CALL LEASE
ADMINISTRATOR AT (206)753-7158

SUB	
SOURCE	ITEM AMOUNT
0160	1,743.00
9089	223.80

DISTRIBUTION

CONTROL	INV.	ITEM	FND	SRC	SUBS	TRST	AREA	CNTY	PORT	ACCT	AMOUNT
22-002523	085160		02R	402	0160	25	54	18	06	1140	557. 76
22-002523	085160		041	402	0160	25	54	18	06	1140	348. 60
22-002523	085160		043	402	0160	25	54	18	06	1140	836. 64
22-002523	085160		01P	750	9089	00	54	00	00	1140	223. 80
										TOTAL	1, 966. 80

DATE OF LAST INFO
01 09 1981

PAGE
1

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

ACCOUNT
1140

TYPE
22

APP. NO.
002523

START DATE
MO. DAY YEAR
12 08 1979

END DATE
MO. DAY YEAR
12 08 1989

AMFD
2

ERI
0

EV
81

AIMS MASTER FILE DATA

COUNTY PARCEL NO.
0010

LINE
090

USER NUMBER

BOND NUMBER

LINE
091

NAME FOR TP INQUIRY

PORT WASHINGTON

NAME AND ADDRESS
100 PORT WASHINGTON PROPERTIES,
101 INC
103 20 WEST GALER
104 SEATTLE, WA
106 98119

LINE
110 UNIVERSITY FEDERAL SAVINGS
111 AND LOAN ASSOCIATION
113 6400 ROOSEVELT WAY NE
114 SEATTLE, WA
115 98115

LOCATION
LINE
2001124010E 0180

PRINCIPAL USE DESCRIPTION
TRANSPORTATION FACILITIES

MAP NO.
023

LEGAL DESCRIPTION
300 FRONT TRACTS 1 & 11 AND
301 INTERVENING RENN STROLL
302 SUPPL. PLAT OF BAY VIEW
303 GARDEN TRACTS, BREMERTON
304 TIDE LANDS
305 FOR 2ND LENDER SEE 306
306 MICHAEL R. & JOAN K. MASTRO
307 510 ROINIER AVENUE SOUTH
308 SEATTLE, WA 98144

USE
LINE
400

ITEM
10

DESCRIPTION
NONCOMMERCIAL AQUATIC USE

UNIT
MEAS.
001

NUMBER OF UNITS
1 88

TOTAL VALUE
16 920 00

BILLING
LINE
500
501

ITEM
10
10

FIRST BILL DATE
12 08 1981
12 08 1984
12 08 1985
12 08 1986
12 08 1987

NEXT
DUE
012
012
012
012
012

END DATE
12 08 1982
12 08 1985
12 08 1986
12 08 1987
12 08 1988

THIS LINE END DATE
12 08 1982
12 08 1989

BILLING THIS PERIOD
1 193 00
~~1 317 18~~
1 743 00
2 235 00
2 728 00
2 743 00

BI
0
0

TAX
1
1

12 08 1981
12 08 1983

DISTRIBUTION
LINE
600

ITEM
100180

SUBSOURCE
0160

TRUST

AREA
25

D
5209

U
1806181

RES.
CO.

PORT
LAND USE

CODE

AUDIT NOTE DESCRIPTION

FIRST NOTE DATE

MOS
TO NEXT

IMPROVEMENTS
LINE
ITEM
OWN
DESCRIPTION
UNIT
MEAS.
NUMBER OF UNITS
TOTAL VALUE OF UNITS

60T
1-16-85
Dam



Department of Natural Resources

OLYMPIA, WASHINGTON
98504

BRIAN BOYLE
Commissioner of Public Lands

September 26, 1984

Mark L. Cleven, President
Port Washington Properties, Inc.
20 West Galer
Seattle, WA 98119

Re: Harbor Area Lease Nos. 22-002332, 22-002396, 22-002399

Dear Mr. Cleven:

I'm writing in response to your letter of September 20, 1984, regarding your request for relocation of the Outer Harbor Line adjacent to these three leases. I have enclosed a highlighted copy of the Harbor Line Relocation regulations: WAC 332-30-116.

As we've discussed the Harbor Line Commission must approve the relocation. Proposals are presented at one of their regularly scheduled monthly meetings by DNR staff. If a proposal is approved, it is adopted by a Resolution of the Harbor Line Commission, a Supplemental Harbor Area Map is produced, etc. We would be willing to work with you and provide guidance in preparation of the materials needed for presentation of the proposal to the Commission.

I would recommend we get together to discuss, set objectives and determine a schedule. I've divided the tasks to be done as follows:

Port Washington Properties, Inc.

- Approval letters
 - Port of Bremerton
 - City of Bremerton as lead agency for shoreline permit
 - Corps of Army Engineers on behalf of Federal Agencies
 - State Department of Fisheries
 - State Department of Ecology
 - State Department of Social and Health Services
- Draft public notice
- Mail, post and publish public notice - provide affidavits of publication and a letter stating to whom the notices were mailed and where they were posted
- Produce the Supplemental Harbor Area Exhibit - with licensed engineer's seal and signature

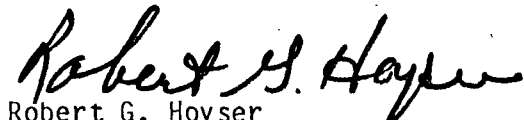
Mark L. Cleven
September 26, 1984
Page 2

Department of Natural Resources

- Approve public notice prior to use
- Approve letters to other agencies prior to being sent
- Approve Supplemental Harbor Area Exhibit and provide information assistance
- Provide list of names to receive the public notice
- Provide list of names for publishing the public notice
- Provide list of places where public notice is to be posted
- Conduct public hearing and provide a hearings officer
- Assemble public comment - written and oral - and prepare report
- Draft Harbor Line Commission Resolution describing the Harbor Line Relocation
- Present the proposal to the Harbor Line Commission

When you are ready to set up a meeting or if you have comments and/or questions, please call at (206) 753-7158.

Sincerely,


Robert G. Hoyser
Marine Land Management

mn

Enclosure: WAC 332-30-116

c: Terry Roswall
Dave Bortz
John De Meyer
Jim Thomas
File nos. 22-002332, 2396, 2399, 2523

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO.

175273

CONTROL NUMBER

22 02523

DATE

Jan 19, 1984

CODE

98-545

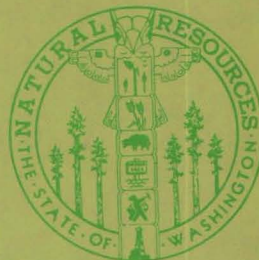
SOURCE

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE
A WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED
FROM

Port Washington Properties



AMOUNT

Two Thousand One Hundred Forty Three and 23/100---

\$2,143.23

DESCRIPTION:

Payment for rental + leasehold tax

BY

CASHIER

CODE
52

DISTRICT
MLM

CODE
18

COUNTY

ITEM

FUND

SOURCE

SUB SOURCE

TRUST

DIST.

CO.

PORT

ACCOUNT

AMOUNT

015

402

0180

25

52

18

06

1140

379.87

041

402

0180

25

52

18

06

1140

379.87

043

402

0180

25

52

18

06

1140

~~4,899.35~~

01P

750

9089

52

18

1140

243.88

1,139.61

BB

CASH RECEIPT
NUMBER

175273

PORT WASHINGTON PROPERTIES, INC.

20 West Galer
Seattle, WA 98119
(206) 282-2400

January 13, 1984

State of Washington
Department of Natural Resources
Marine Land Management Division
Olympia, Wa. 98504

Attn: Chris Mehl

Re: HAL's #2399, #2396, #2332, #2523

Dear Mr. Mehl,

In accordance with our conversation earlier this week I am issuing this letter to bring current the status of the leases with regard to ownership and payments due.

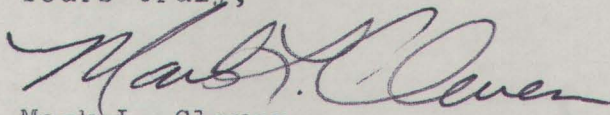
According to your department's letters dated October 19, 1983, HAL 2399 had a CREDIT balance of \$108.26, HAL 2396 had a balance DUE of \$625.75, and HAL 2332 had a balance DUE in the amount of \$1,471.19. On December 15, 1983 we forwarded a check in the amount of \$1,855.44, leaving a net balance due in the amount of \$183.24 for these three leases. A check for this amount will be coming shortly from the Port Washington Marina Owners' Association. The reason for this is that these three leases were assigned from Port Washington Properties, Inc. to the Owner's Association late last year. This was done with the Department's consent and can be verified at your end.

Your letter of October 19, 1983 regarding HAL 2523 shows a balance DUE in the amount of \$2,143.23. I have enclosed a check for that amount from Port Washington Properties, Inc. since that lease has not yet been assigned to the Owners' Association.

This should bring the leases current as of this date.

Thank you for your cooperation in getting all our credits and debits jockeyed around. If you require any additional information, do not hesitate to contact us.

Yours truly,



Mark L. Cleven
President

RECEIVED
JAN 18 1984
DNR MAIL ROOM

October 19, 1983

Port Washington Properties, Inc.
20 West Galer
Seattle, Wa 98119

Lease # HA 2399

The 1983 legislature enacted a bill (Engrossed Substitute Senate Bill No. 3290) extending the 6% limit on annual rental increases for aquatic leases. It also allows credit for overpayment of rent after April 3, 1982.

For your information, under provisions of the new law your rent since April 3, 1982, is based on the rate you were paying on January 1, 1981. For this lease, it was \$ 270.00.

Revised annual rent for 5/7/81 to 5/7/82	\$ 345.34	
Amount you paid for this period	\$ 351.00	
Credit		\$ 5.66
Revised annual rent for 5/7/82 to 5/7/83	\$ 291.60	
Amount you paid for this period	\$ 351.00	
Credit		\$ 59.40
Revised annual rent for 5/7/83 to 5/7/84	\$ 307.80	
Amount you paid for this period	\$ 351.00	
Credit		\$ 43.20
Sub total of revised rents = CREDIT		\$ 108.26

This letter is your credit statement for the period 5/7/81 to 5/7/84.

For your information, your rental rate for 5/7/84 to 5/7/85 will be \$ 215.74, less a credit of \$108.26. You will then be sent your annual statement. All rent after that is dependent on future legislative action.

If you have any questions, please call Robert Hoyser, Use Authorization Manager, Division of Marine Land Management at (206) 753-5324.

Sincerely,


John De Meyer, Division Manager
Marine Land Management Division

c: Financial Services
Lease Jackets

Area	52	Subsource	Trust	Amount
County	18	0180	25	108.26(CREDIT)
Port				
Acnt				

280403 237

2062

October 18, 1983

Port Washington Properties, Inc.
20 West Galer
Seattle, WA 98119

Lease # HA 2332

The 1983 legislature enacted a bill (Engrossed Substitute Senate Bill No. 3290) extending the 6% limit on annual rental increases for aquatic leases. It also allows credit for overpayment of rent after April 3, 1982.

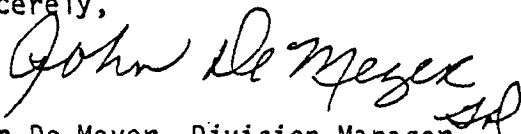
For your information, under provisions of the new law your rent since April 3, 1982, is based on the rate you were paying on January 1, 1981. For this lease, it was \$ 835.00.

Revised annual rent for 11/1/81 to 11/1/82	\$ 889.45	
Amount you paid for this period	\$ 835.00	
Due		\$ 54.45
Revised annual rent for 11/1/82 to 11/1/83	\$ 926.85	
Amount you paid for this period	\$ 654.47	
Due		\$ 272.38
Revised annual rent for 11/1/83 to 11/1/84	\$ 976.95	
Amount you paid for this period.	\$ 0	
Due		\$ 976.95
Sub total of revised rents due		\$ 1303.78
Leasehold tax @ .1284		\$ 167.41
		<u>\$ 1471.19</u>
Total billing now due		

Please return a copy of this letter with your payment of \$ 1471.19 within the next 30 days. This letter is your billing statement for the period 11/1/81 to 11/1/84.

If you have any questions, please call Robert Hoyser, Use Authorization Manager, Division of Marine Land Management at (206) 753-5324.

Sincerely,


John De Meyer, Division Manager
Marine Land Management Division

c: Financial Services
Lease Jackets

Area	52	Subsource	Trust	Amount
County	18	0160	25	1471.19
Port	06			
Acnt	1139			

280403 199

I

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Marine Land Management Division

October 19, 1983

Port Washington Properties, Inc.
20 West Galer
Seattle, Wa 98119

Lease # 2523

The 1983 legislature enacted a bill (Engrossed Substitute Senate Bill No. 3290) extending the 6% limit on annual rental increases for aquatic leases. It also allows credit for overpayment of rent after April 3, 1982.


For your information, under provisions of the new law your rent since April 3, 1982, is based on the rate you were paying on January 1, 1981. For this lease, it was \$ 1120.00.

Revised annual rent for 12/8/82 to 12/8/83	\$ 1249.98	
Amount you paid for this period	\$ 667.80	
Due		\$ 582.18
Revised annual rent for 12/8/83 to 12/8/84	\$ 1317.18	
Amount you paid for this period	\$ 0	
Due		\$ 1317.18
Sub total of revised rents due		\$ 1899.36
Leasehold tax @ .1284		\$ 243.87
		<u>\$ 2143.23</u>
Total billing now due		

Please return a copy of this letter with your payment of \$ 2143.23 within the next 60 days. This letter is your billing statement for the period 7/1/82 to 12/1/84.

If you have any questions, please call Robert Hoyser, Use Authorization Manager, Division of Marine Land Management at (206) 753-5324.

Sincerely,


John De Meyer, Division Manager
Marine Land Management Division

c: Financial Services
Lease Jackets

Area	52	Subsource	Trust	Amount
County	18	180	25	1899.36
Port	6	9089		243.87
Acnt	1140			

280404 235

ACCOUNTS RECEIVABLE SUBSIDIARY LEDGER FOR AIMS APPLICATIONS 10-14-83

CONTROL #	NAME OF APPLICANT	APPLICATION START-END	ACCT	AR/D/U	TERM
22-002523	PORT WASHINGTON PROPERTIES,	12-08-1979 12-08-1989	1140	52	0 9

DATE	DOCU #	TYPE	SUBS	DEBIT	CREDIT	BALANCE	SUSPNS	APPLIED	BILDUE
810120	002058	JD	0000	2,508.80		2,508.80			810220
810120	003257	TC	0140		1,120.00	1,388.80		810120	
810120	003257	TC	9089		134.40	1,254.40		810120	
810120	003258	TC	0140		1,120.00	134.40		810120	
810120	003258	TC	9089		134.40	.00		810120	
811117	061672	MB	0140	1,193.00		1,193.00			811208
811117	061672	MB	9089	143.16		1,336.16			811208
811230	139968	CR	0140		1,193.00	143.16		139968	
811230	139968	CR	9089		143.16	.00		139968	
821118	002209	JD	0000	753.55		753.55			821218
830124	158032	CR	0140		667.80	85.75		158032	
830124	158032	CR	9089		85.75	.00		158032	

ACCOUNTS RECEIVABLE SUBSIDIARY LEDGER FOR AIMS APPLICATIONS 10-14-83

CONTROL #	NAME OF APPLICANT	APPLICATION START-END	ACCT	AR/D/U	TERM
22-002523	PORT WASHINGTON PROPERTIES,	12-08-1979 12-08-1989	1140	52	0 9

PAYMENTS RECEIVED OTHER THAN FOR BILLINGS								
DATE	DOCU #	TYPE	SUBS	DEBIT	CREDIT	ACCT	SUSPNS	APPLIED
801121	122144	CR	0000		1,254.40	1201	122144	
801230	123481	CR	0000		1,254.40	1201	123481	

ACCOUNTS RECEIVABLE SUBSIDIARY LEDGER FOR AIMS APPLICATIONS 10-14-83

CONTROL #	NAME OF APPLICANT	APPLICATION START-END	ACCT	AR/D/U	TERM
22-002523	PORT WASHINGTON PROPERTIES,	12-08-1979 12-08-1989	1140	52	0 9

ACCOUNT PAYMENT HISTORY WITH DELINQUENT REPORT SUMMARY

DATE LAST DEL	2ND	3RD	4TH	5TH
00-00-00	00	00	00	00

DATE OF LAST ERI
01 09 1981

PAGE
1

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

ACCOUNT
1140

TYPE
22

APP. NO.
002523

LINE
090

USER NUMBER

BOND NUMBER

N/R
2

ERI
0

FY
SEL
81

START DATE
MO. DAY YEAR
12 08 1979

END DATE
MO. DAY YEAR
12 08 1989

LINE
091

NAME FOR TP INQUIRY
PORT WASHINGTON

AIMS MASTER FILE DATA

TAX AREA CODE
0010

NAME AND ADDRESS

LINE
100
101
103
104

CUSTOMER NAME AND ADDRESS
PORT WASHINGTON PROPERTIES,
INC
20 WEST GALER
SEATTLE, WA 98119

LINE
110
111
113
114

LENDER NAME AND ADDRESS
UNIVERSITY FEDERAL SAVINGS
AND LOAN ASSOCIATION
6400 ROOSEVELT WAY NE
SEATTLE, WA 98115

LOCATION

LINE
200

SEC
11

TWN
24

RANGE
01

CODE
0E 0180

PRINCIPAL USE DESCRIPTION
TRANSPORTATION FACILITIES

L/D
023

LINE
300
301
302
303
304
305
306
307
308

LEGAL DESCRIPTION
FRONT TRACTS 1 & 11 AND
INTERVENING RENN STROLL
SUPPL. PLAT OF BAY VIEW
GARDEN TRACTS, BREMERTON
TIDE LANDS
FOR 2ND LENDER SEE 306
MICHAEL R. & JOAN K. MASTRO
510 RQINIER AVENUE SOUTH
SEATTLE, WA 98144

USE

LINE
400

ITEM
10

DESCRIPTION
NONCOMMERCIAL AQUATIC USE

UNIT
MEAS.
001

NUMBER OF UNITS
1 88

TOTAL VALUE
16 920 00

BILLING

LINE
500
501

ITEM
10
10

FIRST BILL DATE
12 08 1981
12 08 1983

NEXT
DUE
012
012

END DATE
12 08 1982
12 08 1984

THIS LINE END DATE
12 08 1982
12 08 1989

BILLING THIS PERIOD
1 193 00
~~1 285 00~~
1317 18

BI
0
0

TAX
1
1

LAST BILL DATE
12 08 1981

DISTRIBUTION

LINE
600

ITEM
10

SUBSOURCE
0180

TRUST
25

AREA
52

D
09

U
18

RES.
06

CO.
181

PORT
LAND USE

LINE
700

ITEM
10

CODE
72

AUDIT NOTE DESCRIPTION
RENT SCALE/ADJUSTMENT

FIRST NOTE DATE
08081984

MOS.
TO NEXT
048

IMPROVEMENTS

LINE

ITEM

OWN

DESCRIPTION

UNIT
MEAS.

NUMBER OF UNITS

TOTAL VALUE OF UNITS

ESSB 3290
Rental Calculation Worksheet

LEASE NO. 2523

Acres or Sq Ft _____

LEASE ANNIVERSARY 12 8 75
M D

H.I.F. % _____

Rent 1-1-81
12/8/80 to 12/8/81
LA YR LA YR
\$ 1120 = (a)

Rent 4-3-82
12/8/81 to 12/8/82
LA YR LA YR
\$ 1193 = (b)

LA 12/8/81*

To = 116 Days/365

x (b) = \$ 379.14

4-3-82

+

To = (c) 249 Days/365 x 1.07513

x (a) = \$ 821.45

LA 12/8/82

Revised Annual Billing

= \$ 1200.59

Amount paid for this period

- \$ 1193.00 00

~~Credit (-)~~ or Due (+)

\$ 7.59 A

1st full Year following 4-3-82

To LA 12/8/82 = $\left(\frac{(457 + (c) \times .06)}{365} + 1 \right)$
LA 12/8/83

x (a) = \$ 1249.98 = (d)

Amount paid for this period

- \$ 667.80

Credit (-) or Due (+)

\$ 582.18 B

2nd full year following 4-3-82

To LA 12/8/83 =
LA 12/8/84

(d) + .06a = \$ 1317.18

Amount paid for this period

- \$ 00.00

Credit (-) or Due (+)

\$ 1317.18 C

Total rent credit or due

\$ 1899.36
1906.95

If LA is between 1/1 and 4/3/ add A+B
If LA is between 4/4 and 12/31 add A+B+C

If annual rent over \$250
add .1284 L.H. Tax \$ 243.87
244.85

Billing sub total

\$ _____

Arrearage prior to * / / / = \$ _____ + \$ _____
Rent Tax

= \$ _____

Total due

\$ 2151.80
2143.23

3rd full year following 4-3-82

To LA / / / = (d) + .12(a) = \$ _____
LA / / /

Dm
By

10/17
Date

November 5, 1982

Messrs. Franklin R. Cooper
and John C. Verhelst
Drawer TT, Wycoff Station
Bremerton, WA 98310

Dear Lessee:

RE: Application No. HA-2523, BILLING STATEMENT

The 1982 legislature passed a law (chapter 21, Laws of 1982, 1st Ex. Sess.), which limits rental increases on aquatic leases. This legislation affects leases that have a scheduled rental adjustment between the dates of April 3, 1982 and July 1, 1983.

Under provisions of the law the rental for your lease for the period December 8, 1982 to July 1, 1983 is \$667.80 plus leasehold tax of \$85.75 for a total of \$753.55. Please forward this payment within the next 30 days. This letter is your billing statement for the above rental period.

The provisions in chapter 21 which limit rental increases is due to expire on July 1, 1983. In anticipation of upcoming changes in our methods of rental calculation, we are not billing you at this time for that portion of the rental period beyond July 1, 1983. Rather than recalculate your rental and possibly refund overpayments later on, we will bill for the remainder of the rental period when new rules are finalized.

You may contact this office at (206) 754-1821 if you have any questions concerning the rental.

Sincerely,

Rene Herrera
Marine Land Management Division

RH:mg

cc: Financial Services Division
File

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO.

139968

CONTROL NUMBER

DATE

CODE

SOURCE

22 02523

Dec 30, 1981

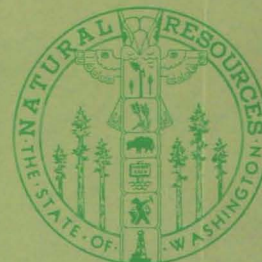
5-2

1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE
A WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED
FROM

Cooper/Verhelst Partnership



AMOUNT

RECEIVED:

One Thousand Three Hundred Thirty Six and 16/100--- \$1,336.16

DESCRIPTION:

Rental + leasehold tax on ~~xxxx~~ harbor area lease
12-8-81 to 12-8-82 under App. No. 2523

BY

CASHIER

CODE DISTRICT

09 Puget

CODE COUNTY

08 Kitsap

ITEM	FUND	SOURCE	SUB SOURCE	TRUST	DIST.	CO.	PORT	ACCOUNT	AMOUNT
------	------	--------	------------	-------	-------	-----	------	---------	--------

CASH RECEIPT
NUMBER

139968

**LAW OFFICES OF
SETCHELL & GATHE**

Larry Setchell, P.S.
Theodore H. Gathe, P.S.
Seth M. ("Kelly") Fulcher, Jr.
Drue Allen Heggie

February 10, 1982

RECEIVED

FEB 16 1982

DEPARTMENT OF PUBLIC LANDS
No. _____

Terry Roswall
Division of Marine and Land Management
Department of Natural Resources
Olympia, Washington 98504

Re: Easement over Harbor Lease No. 2523

Dear Mr. Roswall:

Enclosed is a copy of a letter sent by me to Russell Hartman in connection with the negotiations over access to Port Washington Marina.


As my letter indicates, I believe Mr. Hartman has misstated the potential access points available to Davis and Durst. There is, in fact, only one, and that is across either the Cooper/Verhelst property or across the harbor lease area.

I would appreciate your placing this letter in the appropriate file.

Very truly yours,

THEODORE H. GATHE, P.S.

By


Theodore H. Gathe

TG/lye
Enclosure
cc: D & D Investments

LAW OFFICES OF
SETCHELL & GATHE

Larry Setchell, P.S.
Theodore H. Gathe, P.S.
Seth M. ("Kelly") Fulcher, Jr.
Drue Allen Heggie

February 10, 1982

Russell W. Hartman
Drawer SS, Wycoff Station
Bremerton, Washington 98312

Re: Port Washington Marina Development

Dear Mr. Hartman:

I have reviewed your letter of February 5, 1982, and the enclosed copy of your letter to the Department of Natural Resources dated January 12, 1981. My clients take exception to your description of them as "extremely poor credit risk". Sea-Brim East is a well designed and well constructed condominium project and would have been a profitable venture for my clients, had it not been for the substantial difficulty in qualifying buyers under the presently exorbitant interest rates and the subsequent refusal of the construction lender to provide the last 10 percent promised under the construction loan. Nevertheless, the developers are not walking away from either the labor or materialmen who are owed money as a result of this project and have made arrangements to insure that they will be substantially paid off in the future. This is far more than other builders in that area have done as a result of project failures.

D & D intends to fully and effectively develop the existing marina site which they have acquired.

In response to the assertions made in your letter regarding access, first, it is clear that an owner of a harbor area has a right to a private way of necessity over adjoining uplands. To assert that such an owner has unlimited access over the navigable waterbeds is to beg the question. Users of the marina must have access across the upland area in order to effectively utilize the site. Second, while it is true that Davis and Durst have obtained an option to purchase property to the west of the marina

Russell W. Hartman
February 10, 1982

Page two

owned by the Danes, that property has been the subject of a rezone application before the City of Bremerton. The requested rezone was partially approved subject to a number of conditions, one of which effectively prohibits the use of that property for either commercial access to the Port Washington Marina site or for any type of parking in conjunction with use of the marina site. Third, the Cady property, to which you refer in your letter of January 12, 1981, was originally included in the rezone application referred to above. The City Council denied the rezone for this property and, therefore, Durst and Davis have no interest in acquiring the same. Fourth, you claim that D & D has legal access down a stairway on the uplands adjoining the Sea-Brim harbor lease owned by William Rasmussen. It is true that for a period of time, D & D did utilize the stairway extending down the hillside of the Rasmussen property, but such use was restricted to a month-to-month basis. The stairway is no longer being used by Davis and Durst, nor do they have any intention of negotiating for an easement with Rasmussen or to initiate a private condemnation action to obtain access via the stairway. Davis and Durst have taken this position because of the dangerous and antiquated stairway access in place on the Rasmussen property. Utilization of the stairway would pose a serious threat of injury because of the extremely steep nature of the underlying slope, the ever-present threat of slides or other natural occurrences, the inability of elderly or handicapped people to even use the stairway, the danger to young children, and the potential threat to others such as young children who might be injured on the stairway area, thereby invoking the attractive nuisance doctrine. In addition, the present zoning of the property would preclude its use as commercial access to Port Washington Marina.

Granting a private way of necessity is dependent upon the petitioning parties showing that they do not have any reasonable access from another source. Access down the Rasmussen hillside is not, in our view, reasonable, safe or in any manner appropriate. You also referred to the purchase of other property owned by Mr. Rasmussen. There were discussions between Durst and Davis and Rasmussen regarding purchasing property to provide parking for marina use. The area in question, however, would provide no access to the marina site.

Russell W. Hartman
February 10, 1982

Page three

As of the date of this letter, Davis and Durst have conveyed an offer to purchase all of your clients' property. Acceptance of that offer would be the most advantageous solution since the entire area comprising my clients and your clients harbor leases would then be available for development subject to compliance with local and State regulations. Realistically, it seems uneconomical to have two separate marina projects adjoining one another, assuming it is your clients' intention to develop a marina.

With regard to the private condemnation action, Davis and Durst do not want to initiate a suit against your clients unless they absolutely refuse to grant any access or to bargain in good faith regarding the same. As a compromise, Davis and Durst are willing to propose limited pedestrian access only extending across your clients' harbor area to Renn Stroll. This would minimize the impact on your clients' property so that they would be free to develop their land as they see fit. My clients further propose that each side hire a qualified appraiser to determine a fair and equitable cost for acquiring this type of access right, and that if we cannot agree on a price, the matter could be submitted to arbitration to determine a fair and equitable amount. Resolution of this access question in such a manner as described would be the most economical and equitable solution to the access question.

Please review my letter with your clients and advise me how you wish to proceed in this matter.

Very truly yours,

THEODORE H. GATHE, P.S.

By 
Theodore H. Gathe

TG/lye
cc: D & D Investments
Terry Roswall



December 30, 1981

Franklin R. Cooper
Drawer TT, Wycoff Station
Bremerton, WA 98310

Re: Easement across HA 2523 legally described as follows:

The portion of the harbor area lying in front of Lot 7, Section 11, Township 24 North, Range 1 East, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of Lot 15, Bay View Garden Tracts (Lot 11 of Supplement Plat of Bay View Garden Tracts) with the inner harbor line and running thence N 16° E 215 feet, more or less, to the outer harbor line, thence N 74° W along said outer harbor line 450 feet to the true point of beginning; thence S 16° W 195 feet, more or less, to the inner harbor line, thence westerly along said inner line to the west line of said Lot 7, thence northerly along the west line of said Lot 7, thence northerly along the west line of said Lot 7, produced, to the outer harbor line, thence S 74° E along said outer line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton, Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Dear Mr. Cooper:

Since we have not received a response to our letter dated December 18, 1981, nor have we received a completed waiver form supplied by the Dept. of Natural Resources, it is our assumption that you are seeking compensation for damages in accordance with Clause 4.7 of your lease.

If you would be so kind as to contact us as soon as possible to set an appointment for negotiation of a damage settlement, we will be able to avoid any further and unnecessary litigation.

We thank you for your prompt attention to this matter.

Yours very truly,

SEA BRIM, INC.


Terry L. Durst
President

TLD/bk

cc: Terry Roswall
Department of Natural Resources

December 18, 1981

Franklin R. Cooper
Drawer TT, Wycoff Station
Bremerton, WA 98310

Dear Mr. Cooper:

This letter is in regard to the issuance of easement by the Department of Natural Resources.

This lease states that we will be issued an easement but first we will need a waiver from you that was supplied by the Department of Natural Resources. Please contact us when you have signed this agreement so we may return it to the Division of Land Management for recording.

If there is any problem, please contact us at 479-7030 to set up an appointment.

This easement is in regard to Harbor Lease No. 2523 legally described as follows:

The portion of the harbor area lying in front of Lot 7, Section 11, Township 24 North, Range 1 East, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of Lot 15, Bay View Garden Tracts (Lot 11 of Supplement Plat of Bay View Garden Tracts) with the inner harbor line and running thence N 16° E 215 feet, more or less, to the outer harbor line, thence N 74° W along said outer harbor line 450 feet to the true point of beginning; thence S 16° W 195 feet, more or less, to the inner harbor line, thence westerly along said inner line to the west line of said Lot 7, thence northerly along the west line of said Lot 7, produced, to the outer harbor line, thence S 74° E along said outer line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton, Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Thank you very much.

Yours very truly,

SEA BRIM, INC.


Terry L. Durst
President

TLD/bk

STATE OF WASHINGTON)
ss.

County of Kitsap)

On this 18th day of December, 1981, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Terry L. Durst to me known to be the individual who executed the foregoing instrument and acknowledged the said instrument to be his free and voluntary act for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public, in and for the State of
Washington, residing at Seattle



Department of Natural Resources

OLYMPIA, WASHINGTON
98504

BRIAN J. BOYLE
Commissioner of Public Lands

December 14, 1981

Franklin R. Cooper
Drawer TT, Wycoff Station
Bremerton, Washington 98310

Dear Mr. Cooper:

Reference is made to Harbor Area Lease No. 2523, issued to you and John C. Verhelst for a term of ten (10) years from December 8, 1979.

Sea Brim Inc. has informed us of their dilemma to gain access to their marina. As you are aware, the marina is landlocked, and the only way to gain access would be through an easement. They have requested a reasonable solution, one which appears to be agreeable with this department. Access could be gained by Renn-Stroll Avenue to the inner harbor line. From that point the state could grant access across Harbor Area Lease No. 2523 to their leased area. Such access across your leasehold would be required to be located below the inner harbor line and above the line of mean low water. The state could grant an easement for a floating walkway or a pile supported walkway, which will not interfere unduly with the use to which the lessee is putting the premises. (Note Clause 4.7 - Access)

In a letter dated September 8, 1980, your attorney indicated that some day, you contemplate further improving the harbor area and that there are no specific development plans. At present there are no improvements located on your leasehold other than an oil dock. Since we have not received any formal plans for new development, we, therefore, can not see how granting such an easement would unduly interfere with the use being made of the harbor area.

Under said Clause 4.7, the third party, Sea Brim Inc., is to pay damages to you, the lease holder, otherwise a waiver is to be signed by the lessee. Waiver forms are enclosed for your convenience.

Please arrange for a meeting between you and Sea Brim, Inc. and negotiate the amount of damages. Then notify us of your agreement and we will proceed with the easement.

Very truly yours,

T. W. ROSWALL
Division of Marine Land Management

TWR/nr
Enclosure
cc: HA 2523
HA 2396 ✓
HA 2332
Sea Brim, Inc.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

CASH RECEIPT NO.

123481

CONTROL NUMBER

22 02523

DATE

Dec 30, 1980

CODE

19-2

SOURCE

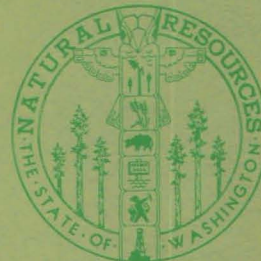
1

RECEIPT OF THESE MONEYS DOES NOT CONSTITUTE
A WAIVER OR MODIFICATION OF ANY CONTRACTUAL
AGREEMENT OR OTHER RIGHTS OF THE STATE OF
WASHINGTON.

RECEIVED

FROM

•Cooper & Verhelst



AMOUNT

RECEIVED:

One Thousand Two Hundred Fifty Four and 40/100-----\$ 1,254.40

DESCRIPTION:

Payment of rental + leasehold tax
on Harbor Area lease App. No. 2523

BY

CASHIER

CODE DISTRICT

09 Puget

CODE COUNTY

08 Kitsap

ITEM

FUND

SOURCE

SUB-SOURCE

TRUST

DIST.

CO.

PORT

ACCOUNT

AMOUNT

705

752

25

09

08

06

1201

1,254.40

1254.40

CASH RECEIPT
NUMBER

123481

APPLIED

JAN 20 1981

[Signature]

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

BERT L. COLE • COMMISSIONER OF PUBLIC LANDS
 OLYMPIA, WASHINGTON

CASH RECEIPT NO.

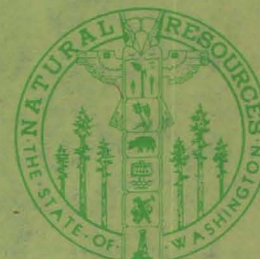
122144

CONTROL NUMBER	DATE	CODE	SOURCE
22 02523	Nov 21, 1980	19-2	1

RECEIPT OF THESE MONIES DOES NOT CONSTITUTE
 A WAIVER OR MODIFICATION OF ANY CONTRACTUAL
 AGREEMENT OR OTHER RIGHTS OF THE STATE OF
 WASHINGTON.

RECEIVED
 FROM

Dianne L. Verhelst



AMOUNT
 RECEIVED:

One Thousand Two Hundred Fifty Four and 40/100----


\$1,254.40

DESCRIPTION:

Payment of lease money under App. No. 2523

BY

CASHIER

CODE		DISTRICT						CODE		COUNTY	
09		Puget						08		Kitsap	
ITEM	FUND	SOURCE	SUB SOURCE	TRUST	DIST	CO.	PORT	ACCOUNT	AMOUNT		
	705	752		25 24	09	08	06	1201	1,254.40		
CASH RECEIPT NUMBER 122144									APPLIED JAN 20 1981		
									1254.40 		

FILE

LAW OFFICES
BISHOP, CUNNINGHAM, COSTELLO & HARTMAN, INC. (P.S.)

KITSAP PLAZA BUILDING
3330 KITSAP WAY
DRAWER SS, WYCOFF STATION
BREMERTON, WASHINGTON 98310
TELEPHONE (206) 377-7691

JOHN A. BISHOP
GARY A. CUNNINGHAM
LEONARD W. COSTELLO
RUSSELL W. HARTMAN

September 8, 1980

RECEIVED
SEP 10 1980

COMMISSIONER OF PUBLIC LANDS

JH 9/10 *Terry*
Mr. Frank Hansen
Department of Natural Resources
State of Washington
Olympia, Washington 98504

Re: Cooper/Verhelst Harbor lease-No. HA-2141

Dear Mr. Hansen:

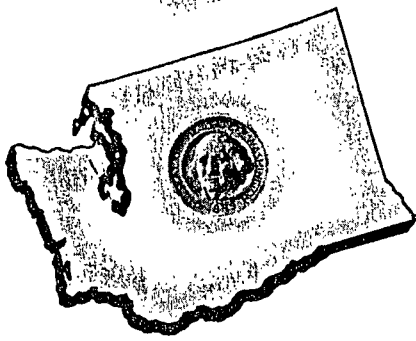
Our office represents Frank Cooper and John Verhelst. In December, 1979, Mr. Cooper and Mr. Verhelst applied to re-lease a portion of Bremerton harbor area described under lease No. HA-2141. They have submitted an application, application fee, and documents describing the existing improvements on the site. At present the improvements are limited to an oil dock. There are no plans to expand or improve upon this dock. Although Mr. Cooper and Mr. Verhelst some day contemplate further improving the harbor area, and the uplands which they own adjacent to the harbor area, there are no specific development plans at this time.

Pursuant to RCW 79.01.516, and the valuation statutes accompanying it, Mr. Cooper and Mr. Verhelst wish to proceed with negotiation of a new lease. Please advise if and when this can be accomplished. Thank you for your attention to this matter.

Very truly yours

Russell W. Hartman
RUSSELL W. HARTMAN

RWH:co
CC: Frank Cooper



STATE OF WASHINGTON

Department of
Natural Resources

COMMISSIONER
BERT L. COLE

R. A. BESWICK
SUPERVISOR

OLYMPIA, WASHINGTON
98504

March 31, 1980

Franklin R. Cooper
John C. Verhelst
Drawer TT, Wycoff Station
Bremerton, WA. 98310

Gentlemen:

As a result of a recent inspection of your Harbor Area Lease Application No. 2523, it has been determined that your exhibit on file in this office does not show all the improvements on the harbor area. In fact, it is considerably different from the exhibit submitted to and approved of by the Commissioner of Public Lands on November 21, 1930.

Please submit a new exhibit which shows the existing improvements and meets the requirements on the reverse side of the application form enclosed.

Very truly yours,

BERT L. COLE
Commissioner of Public Lands

T. W. ROSWALL
Division of Marine Land Management

TWR/nr
Enclosure
cc: HA 2523 ✓

*Called Mr. Cooper, they don't have any new improvements on the lease area so a new exhibit is not required. They may not want to renew the old lease. They will let us know in a couple of weeks.
TWR 6-11-80*

Olympic View
Industrial Park

Kitsap County
Airport

Port Orchard
Marina

THE PORT OF BREMERTON

8850 S.W. STATE HIGHWAY 3 • PORT ORCHARD, WA 98366 • (206) 674-2543

February 5, 1980

RECEIVED

FEB 5 1980

Mr. T.W. Roswall
Division of Marine Land Management
Department of Natural Resources
Olympia, Wa. 98504

COMMISSIONER OF PUBLIC LANDS
No. _____

Dear Mr. Roswell:

Reference is made to your letter of January 25, 1980.

This is to advise you that the Port of Bremerton has no objection to Application No. HA 2523 filed by Franklin Cooper and John Verhelst to release the Harbor Area formerly covered by Application No. 2141 fronting Tracts 1 and 11 and intervening Renn Stroll, Supplemental Plat of Bayview Garden Tracts, Bremerton Tidelands.

Sincerely yours,

E.R. Meyer

E.R. MEYER
Port Manager

ERM;jb

PORT OFFICES LOCATED IN KITSAP AIRPORT TERMINAL BUILDING

PORT COMMISSIONERS: RALPH F. ERICKSON • LOUIS SORIANO • LARRY STOKES